

FEDERAL REGISTER

THE NATIONAL ARCHIVES
OF THE UNITED STATES
1934

VOLUME 10 NUMBER 152

Washington, Wednesday, August 1, 1945

The President

EXECUTIVE ORDER 9594 •

DESIGNATING THE CHIEF OF ENGINEERS, UNITED STATES ARMY, AS A MEMBER OF THE FEDERAL FIRE COUNCIL IN LIEU OF THE QUARTERMASTER GENERAL

NOTE: Executive Order 9594, dated July 28, 1945, was filed with the Division of the Federal Register as Document No. 45-8860 (NP) on July 31, 1945, at 11:40 a. m.

Regulations

TITLE 6—AGRICULTURE CREDIT

Chapter I—Farm Credit Administration

PART 10—FEDERAL LAND BANKS GENERALLY

LOAN REQUIREMENTS

Section 10.33 of Part 10, Chapter I, Title 6, Code of Federal Regulations, is hereby revoked.

Sections 10.10, 10.183, and 10.198 of Part 10, Chapter I, Title 6, Code of Federal Regulations, are hereby amended, and §§ 10.182-50, 10.223-53, 10.223-55, 10.223-58, 10.223-59, 10.223-60, 10.223-61, 10.223-62, 10.223-63, and 10.223-64 are hereby added thereto to read as follows:

§ 10.10 *Farm unit; required area and yield of farm.* To constitute a proper unit for a loan, except as provided in § 10.24 on outside income Commissioner loans a farm should be of sufficient area to yield at the hands of an ordinarily capable farmer, putting it to the use to which it is generally adapted, using average methods, and receiving normal prices, an income sufficient to maintain the family of the applicant, pay operating expenses and taxes, maintain the property, and discharge the interest and amortization payments on his loan. Since the earning power of land varies because of difference in the quality of soils, climatic conditions, crop adaptation, and market facilities, no arbitrary acreage limit should be established as necessary for a farm unit. Any deci-

The Codification Guide, consisting of a numerical list of the parts of the Code of Federal Regulations amended or added by documents appearing in this issue, follows the table of contents.

sion that a particular property does not constitute a proper farm unit should be reached only after careful consideration of standards of living, the factors of production, and the earning power of the individual farm.

(Sec. 6, 47 Stat. 14; sec. 12 "Fifth", 39 Stat. 370, as amended; 12 U.S.C. 665, 771 "Fifth", as amended)

§ 10.182-50 *Interest rate on Commissioner loans.* Under the provisions of the fourth sentence of section 32 of the Emergency Farm Mortgage Act of 1933 the contract rate of interest on Commissioner loans is required to be 1 percent per annum higher than the basic rate on loans made at the same time by the bank through associations, otherwise than pursuant to section 25 (b) of the Farm Credit Act of 1937. This is applicable to all Commissioner loans, including those closed jointly with section 25 (b), direct, or special risk bank loans bearing a higher rate than such basic rate on bank loans made through associations.

(Sec. 32, 48 Stat. 48, as amended; 12 U.S.C. 1016 (c), as amended)

§ 10.183 *Buildings on which insurance must be maintained by mortgagor; amount and type of insurance.* Insurance on buildings shall be required against such risks and in such amounts as the bank may determine to be necessary for adequate protection of the mortgagee's interest. In making the determination consideration should be given to the size of the loan in relation to the value of the security, the extent to which the buildings enter into such value, and the extent to which the borrower's ability to operate the property efficiently

(Continued on p. 9517)

CONTENTS

THE PRESIDENT

EXECUTIVE ORDER:	Page
Chief of Engineers, U. S. Army, designation as member of Federal Fire Council in lieu of Quartermaster General.	9515

REGULATIONS AND NOTICES

ALIEN PROPERTY CUSTODIAN:	
Vesting orders, etc.:	
Albert, Michael	9549
Andreas, Hattie Elizabeth	9550
Bruggemann, Frederick	9550
Gross, Otto H.	9550
Hoegemann, William	9551
Klein, Max	9551
Knollmuller, Hedwig	9551
Lingenberg, Walter H.	9552
Orthen, Francis X.	9552
Peters, Peter Jacob	9553
Pfeffer, Otto	9553
Shimizu, Yekichi	9553
Stoll, Karl	9554
Zaterberg, Anna	9554
CIVIL AERONAUTICS ADMINISTRATION:	
Airport approach zones, designation	9518
COAST GUARD:	
Equipment, approval and withdrawal of approval	9563
Load lines; miscellaneous amendments	9545
COMMODITY CREDIT CORPORATION:	
Cottonseed offer; extension of time for acceptance	9518
FARM CREDIT ADMINISTRATION:	
Federal land banks; loan requirements	9515
National farm loan associations; retirement of stock	9518
FEDERAL POWER COMMISSION:	
Hearings, etc.:	
Cities Service Gas Co.	9548
Independent Industrial Gas Co., and Cities Service Gas Co.	9548
Kansas-Nebraska Natural Gas Co., Inc.	9548
FEDERAL TRADE COMMISSION:	
Allied Paper Mills, et al.; cease and desist order	9521

(Continued on p. 9516)



Published daily, except Sundays, Mondays, and days following legal holidays, by the Division of the Federal Register, the National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C. ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington 25, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for \$1.50 per month or \$15.00 per year, payable in advance. The charge for individual copies (minimum 15¢) varies in proportion to the size of the issue. Remit check or money order, made payable to the Superintendent of Documents, directly to the Government Printing Office, Washington 25, D. C.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER.

NOTICE

The 1943 Supplement to the Code of Federal Regulations, covering the period June 2, 1943, through December 31, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per book.

Book 1: Titles 1-31, including Presidential documents in full text.

Book 2: Titles 32-50, with 1943 General Index and 1944 Codification Guide.

The complete text of the Cumulative Supplement (June 1, 1938-June 1, 1943) is still available in ten units at \$3.00 each.

CONTENTS—Continued

INTERIOR DEPARTMENT:	Page
Natives of Hydaburg, Klawock and Kake, Alaska; claims.	9545
INTERSTATE COMMERCE COMMISSION:	
Icing of potatoes:	
Greenport, Long Island, N. Y.	9549
Greenport, Long Island, N. Y., and Hightstown, N. J.	9548
Loading and billing of garbage, Los Angeles, Calif.	9549
Refrigeration of potatoes, Greenport, Long Island, N. Y. (2 documents)	9548, 9549
OFFICE OF DEFENSE TRANSPORTATION:	
Chicago, Ill., area, motor carriers; possession and operation of property	9562
Conservation of rail equipment, exceptions and permits; merchandise traffic	9545

CONTENTS—Continued

OFFICE OF PRICE ADMINISTRATION: Adjustments and pricing orders:

Alamo Broom Factory (2 documents)	9558
Alder Coal Co. et al.	9555
Bancroft Cap Co. et al.	9559
Boyce, Bud	9556
Cherry-Burrell Corp.	9556
Diamond T. Motor Car Co.	9556
Lester Piano Co.	9557
Mills Bros.	9560
Nathan Mfg. Co.	9556
Quality Broom Factory (2 documents)	9557, 9558
Russell-Taylor, Inc.	9559
Smith, W. L., and Co.	9555
Willys-Overland Motors, Inc.	9560
Coal, bituminous; delivered from mine or preparation plant (MPR 120, Am. 144)	9539
Copper scrap and copper alloy scrap (RMFR 20, Am. 4)	9525
Cotton products, sales at wholesale (SR 14E, Am. 7)	9540
Foods, rationed; export (Gen. RO 17, Am. 4; Supp. 1) (2 documents)	9525
Hawaii, grocery items (RMFR 373, Am. 12)	9540
Horsemeat (MPR 367, Am. 6)	9527
Refrigerators, used household mechanical (RMFR 139, incl. Am. 1-3)	9528
Rubber goods, mechanical (MPR 149, Am. 18)	9526
Shoes (RO 17, Am. 105, 106) (2 documents)	9539
Tires, tubes, recapping and cambelback (RO 1A, Am. 103)	9526
War Ration Book Four, issuance to Philippine Island internees in U. S. (Rev. RO 13, Admin. Excep. Order 13; Rev. RO 16, Admin. Excep. Order 11; 2d Rev. RO 3, Admin. Excep. Order 6; Gen. RO 14; Admin. Excep. Order 5)	9560

SECURITIES AND EXCHANGE COMMISSION:

Consumers Power Co., hearing.	9561
SOLID FUELS ADMINISTRATION FOR WAR:	

Limitation of deliveries to and receipts by consumers.	9523
--	------

STATE DEPARTMENT:

Blocked nationals, proclaimed list.	9522
-------------------------------------	------

SURPLUS PROPERTY BOARD:

Foreign disposal.	9540
Trucks, allocation for disposal to farmers and farmers' cooperatives:	
Iowa	9562
Missouri	9563
Nebraska	9563
Pennsylvania	9562
Virginia and West Virginia.	9562

VETERANS ADMINISTRATION:

Servicemen's Readjustment Act of 1944, miscellaneous amendments.	9543
--	------

WAR MANPOWER COMMISSION:

Employment stabilization programs	9522
Altoona, Pa., area.	9567

CONTENTS—Continued

WAR MANPOWER COMMISSION—Con. Employment stabilization programs—Continued.

Scranton-Wilkes-Barre, Pa., area.	9569
Syracuse, N. Y., area.	9564

WAR PRODUCTION BOARD:

Manufacturers' - bends - for-repair, cutting (M-310, Dir. 12)	9525
Suspension orders, etc.:	
Car-Max Mfg. Co.	9524
Great Northern Chair Co.	9524
Safer, S., Inc.	9523
Stewart Hardware.	9524

CODIFICATION GUIDE

A numerical list of the parts and chapters of the Code of Federal Regulations amended or added by documents published in this issue. Documents carried in the Cumulative Supplement by uncodified tabulation only are not included within the purview of this list.

TITLE 3—THE PRESIDENT:	Page
Chapter II—Executive orders:	
9594	9515
TITLE 6—AGRICULTURAL CREDIT:	
Chapter I—Farm Credit Administration:	
Part 10—Federal land banks generally.	9515
Part 11—National farm loan associations.	9518
Chapter II—Department of Agriculture, Commodity Credit Corporation:	
Part 269—Offer to cottonseed processors.	9518
TITLE 14—CIVIL AVIATION:	
Chapter II—Administrator of Civil Aeronautics:	
Part 601—Designation of airway traffic control areas, airport approach zones, airport traffic zones and fixes.	9518
TITLE 16—COMMERCIAL PRACTICES:	
Chapter I—Federal Trade Commission:	
Part 3—Digest of cease and desist orders.	9521
TITLE 22—FOREIGN RELATIONS:	
Chapter III—Proclaimed list of certain blocked nationals.	9522
TITLE 29—LABOR:	
Chapter VII—War Manpower Commission:	
Part 907—Governing employment stabilization programs.	9522
TITLE 30—MINERAL RESOURCES:	
Chapter VI—Solid Fuels Administration for War:	
Part 602—General orders and directives.	9523
TITLE 32—NATIONAL DEFENSE:	
Chapter XXIII—Surplus Property Board:	
Part 8308—Foreign disposal.	9540
TITLE 38—PENSIONS, BONUSES AND VETERANS' RELIEF:	
Chapter I—Veterans' Administration:	
Part 36—Regulations under Servicemen's Readjustment Act of 1944.	9543

CODIFICATION GUIDE—Continued

TITLE 46—SHIPPING:

Chapter I—Coast Guard: Inspection and navigation:	Page
Part 43—Foreign or coastwise voyage	9545
Part 45—Merchant vessels on the Great Lakes	9545
Part 46—Subdivision load lines for passenger vessels	9545

would be affected if a loss occurred and the buildings were not replaced.

(Sec. 12 "Ninth", 39 Stat. 370; 12 U.S.C. 771 "Ninth")

§ 10.198 *Nonapplicability of regulations.* The provisions of §§ 10.190 through 10.197 are not applicable in the case of settlements of losses on buildings not required by the bank to be insured.

(Sec. 12 "Ninth", 39 Stat. 370; 12 U.S.C. 771 "Ninth")

§ 10.223-53 *Reduction of interest rate.* The interest rate on any Commissioner loan, purchase money mortgage, or contract purchased or acquired by the bank must be reduced to the rate applicable to new land bank loans as of the date of the acquisition of the loan, purchase money mortgage, or contract by the bank, but upon acquisition the bank may make the reduced rate effective retroactively. This reduction in interest may be accomplished generally in the same manner and under the same procedure as was used to reduce the contract interest rate on land bank loans to 4 percent. The bank should notify each borrower of the interest reduction when effected. It may also wish to consider furnishing, or offering to furnish upon request of the borrower, an individual instrument in recordable form evidencing the reduction.

(Sec. 6, 47 Stat. 14; 12 U.S.C. 665; sec. 13 "Eighth", 39 Stat. 372)

§ 10.223-55 *Maximum and minimum loanable amounts.* The limitations with respect to the maximum and minimum amounts of loans as provided in section 12 "Seventh" of the Federal Farm Loan Act (12 U.S.C. 771 "Seventh"), shall be applied in connection with the purchase of a Commissioner loan, purchase money mortgage, or contract by the land bank. Accordingly, no such asset may be purchased from the Corporation if the amount thereof will increase the borrower's total indebtedness to the bank and any other banks of the system to an amount in excess of \$50,000.

(Sec. 12 "Seventh", 39 Stat. 370; 12 U.S.C. 771 "Seventh"; sec. 13 "Eighth", 39 Stat. 372, as amended; 12 U.S.C. 781 "Eighth", as amended)

§ 10.223-58 *Acquiring stock in addition to any available stock which borrower owns—retirement of stock owned by borrower.* "Any available stock" already owned by the borrower shall be stock in an unimpaired association which is owned by the borrower or in which

the borrower owns the beneficial interest, and which, computed at its par value, is in excess of 5 percent of any outstanding bank loan or loans of the borrower through the same association. Also, where an association has been through conservatorship and is operating under section 25 (b) of the Farm Credit Act of 1937 with a completed compartment, any stock owned by the borrower in group 1, computed at its fair book value, which is in excess of 5 percent of any bank loan or loans of the borrower through group 1, may be retired and the proceeds thereof used to purchase stock in group 2 in connection with the asset being acquired. Under the foregoing definition, where a borrower has more than one loan through the association or owns stock in connection with a loan which is secured only in part by the property securing the asset being acquired, any excess stock in connection with such loan or loans is available stock.

(Sec. 6, 47 Stat. 14; 12 U.S.C. 665; sec. 13 "Eighth", 39 Stat. 372, as amended; 12 U.S.C. 781 "Eighth", as amended)

§ 10.223-59 *Farm Credit Administration approval of retirement of association or related bank stock.* The Administration approves the retirement, under section 7 of the Federal Farm Loan Act (12 U.S.C. 721), of related bank stock in an amount equal to such available association stock where such retirement is authorized by the board of directors of the bank and the proceeds are to be used for the purchase of stock needed in connection with the acquired asset.

(Sec. 7, 39 Stat. 465; 12 U.S.C. 721)

§ 10.223-60 *Classes of borrowers; borrowers' disposition of stock or purchase of additional stock; election to membership and purchase of stock by borrowers not members of an association.* It will be necessary to deal with three classes of persons in meeting the foregoing requirements; (a) those who are members of the association through which the paper is being acquired and who own sufficient available stock; (b) those who are members of the association but who do not own sufficient available stock in connection with any paid-down bank loan or loans; and (c) those who are not members of the association and who own no stock in it. As to the first class, the existing available stock or the stock purchased with the proceeds of retired available stock must be pledged as collateral security in accordance with the provisions of the Federal Farm Loan Act, as amended, for the indebtedness being acquired. Persons in the second class must purchase additional stock either in cash or under the methods hereinafter prescribed and pledge such stock, as well as the available stock or the stock purchased with the proceeds of the retired available stock, for the indebtedness being acquired. Persons in the third class must be elected to membership, purchase stock either for cash or under the methods hereinafter prescribed, and pledge such stock as collateral security for the indebtedness being acquired.

(Sec. 6, 47 Stat. 14; 12 U.S.C. 665; sec. 13 "Eighth", 39 Stat. 372, as amended; 12 U.S.C. 781 "Eighth", as amended)

§ 10.233-61 *Personal liability of borrower.* In each of the classes mentioned above the person owning the property subject to the loan, mortgage, or contract being acquired may or may not be personally liable on the indebtedness. If not personally liable, the person must become personally liable on the paper being acquired by the bank.

(Sec. 9, 39 Stat. 368; 12 U.S.C. 744)

§ 10.223-62 *Restrictions on eligibility of borrowers for association membership.* To be eligible for association membership, a person must meet the requirements for assumption of a bank mortgage under section 12, Sixth of the Federal Farm Loan Act, i. e., the person need not be a farmer, but must be a natural person or a livestock corporation eligible for membership.

(Sec. 12 "Sixth", 39 Stat. 370, as amended; 12 U.S.C. 771 "Sixth", as amended)

§ 10.223-63 *Payment in cash by borrower where amount of stock required is not substantial; additional loan to borrower to provide for payment of stock to be purchased; release by bank of conditional payments in amounts sufficient to cover the purchase of required stock; procedure for purchase of stock by borrower.* Where the amount of stock required is not substantial, it may be feasible to obtain payment therefor in cash. In other cases the borrower may desire, and it may be feasible, to provide for payment for the stock by means of an additional loan. It will also be appropriate for the bank to permit the release of conditional payments, under § 10.31, in amounts sufficient to cover the purchase of the required stock. However, where one of these procedures is not followed, the stock may be purchased under the following procedure:

(a) The borrower may apply to the association for credit in an amount sufficient to purchase such stock.

(b) In such application the borrower shall agree that his liability to the association for such stock shall be secured by a lien on the borrower's property which is security for the paper being acquired, junior to any lien held or to be acquired by the Federal land bank on such property. It is not necessary that the lien for the stock indebtedness be recorded.

(c) The association may charge the borrower interest at a rate not to exceed 4 per centum per annum on the unpaid balance of any indebtedness incurred for this purpose.

(d) The total of the amount of any such indebtedness for stock, the unpaid balance (unpaid principal, advances, and any other items properly chargeable to the borrower) of the loan, purchase money mortgage, or contract in connection with which such stock is issued, and any indebtedness to the Federal land bank secured by a prior lien on the property, shall not exceed 65 per centum of the normal value of the farm as deter-

mined upon appraisal made pursuant to the Federal Farm Loan Act.

(e) The association may in turn, pursuant to 12 U.S.C. 743, borrow from the Federal land bank the amount necessary to purchase stock in the bank where it has sold its stock on credit to its borrowers. Such borrowing may be evidenced by an assignment by the association to the bank of the borrower's agreement to pay for stock in the association.

(f) The applicant may request a deferment of principal payments in order to enable the association or the bank, as the case may be, to collect the amount for indebtedness for stock in the association, and the bank may grant such deferments under the provisions of section 13 "Nineteenth" of the Federal Farm Loan Act (12 U.S.C. 781 "Nineteenth").

(Sec. 6, 47 Stat. 14; 12 U.S.C. 665; Sec. 13 "Eighth", 39 Stat. 372, as amended; 12 U.S.C. 781 "Eighth", as amended; Sec. 9, 39 Stat. 368; 12 U.S.C. 743)

§ 10.223-64 *Issuance of new stock sufficient to cover existing loan; retirement of existing stock.* Where an applicant who does not own the outstanding stock in connection with the existing bank loan on the farm covered by the mortgage or contract being purchased by the bank from the Corporation desires or is required to acquire such stock or new stock in lieu thereof but cannot acquire the outstanding stock, the outstanding stock may be retired and paid off and new stock issued to the applicant and pledged in connection with the item being acquired. The Administration hereby approves the retirement of stock in such cases where it is authorized by the bank's board of directors. Where the applicant acquires no stock in connection with the bank loan, then, unless he procures from the owner of the association stock held in connection with the bank loan a power of attorney or other authorization to exercise the exclusive right to vote in connection with both loans, the applicant must agree with the association, in consideration of the bank's purchase of the Corporation asset, to forego the right to vote at any association meeting where he and the other stockholder are present, except when they agree as to which shall cast the one vote.

(Sec. 6, 47 Stat. 14; 12 U. S. C. 665; sec. 13 "Eighth", 39 Stat. 372, as amended; 12 U. S. C. 721; 12 U. S. C. 781 "Eighth", as amended; sec. 7, 39 Stat. 365)

[SEAL] J. R. ISLEIB,
Acting Land Bank Commissioner.

[F. R. Doc. 45-14031; Filed, July 31, 1945; 11:08 a. m.]

PART 11—NATIONAL FARM LOAN ASSOCIATIONS

RETIREMENT OF STOCK

Section 11.258-50 of Chapter I, Title 6, Code of Federal Regulations, is hereby amended to read as follows:

§ 11.258-50 *Retirement of stock in connection with division of loans.* The Administration approves the retirement under section 7 of the Federal Farm Loan

Act (12 U.S.C. 721) of stock of the bank held as security for a loan resulting from the division of a loan in an amount which will reduce the amount of stock outstanding in connection with such loan to the amount which would be required to be purchased in connection with a new loan of like amount: *Provided*, That (a) such retirement is authorized by the board of directors of the bank, (b) a current appraisal shows that the loan is within the 65 percent of the normal agricultural value of the security, and (c) the capital stock of the association is not impaired.

(Sec. 6, 47 Stat. 14; Sec. 7, 39 Stat. 365; 12 U.S.C. 665, 721)

[SEAL] J. R. ISLEIB,
Acting Land Bank Commissioner.

[F. R. Doc. 45-14030; Filed, July 31, 1945; 11:08 a. m.]

Chapter II—Department of Agriculture, Commodity Credit Corporation

[1945 CCC Cottonseed Form A-1]

PART 269—OFFER TO COTTONSEED PROCESSORS

EXTENSION OF TIME FOR ACCEPTANCE OF COTTONSEED OFFER

The date on or before which processors may notify Commodity Credit Corporation of their acceptances of the Corporation's Offer to Cottonseed Processors (1945 CCC Cottonseed Form A) dated June 16, 1945, is hereby extended from August 1, 1945 to September 1, 1945.

[SEAL] COMMODITY CREDIT CORPORATION,
By C. C. FARRINGTON,
Vice President.

Attest:

SARA E. SWANICK,
Assistant Secretary.

[F. R. Doc. 45-14007; Filed, July 30, 1945; 3:11 p. m.]

TITLE 14—CIVIL AVIATION

Chapter II—Administrator of Civil Aeronautics

[Amdt. 114]

PART 601—DESIGNATION OF AIRWAY TRAFFIC CONTROL AREAS, AIRPORT APPROACH ZONES, AIRPORT TRAFFIC ZONES AND RADIO FIXES

DESIGNATION OF AIRPORT APPROACH ZONES

JULY 27, 1945.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the Regulations of the Administrator of Civil Aeronautics as follows:

1. By striking § 601.2 and substituting in lieu thereof a new § 601.2 to read as follows:

§ 601.2 *Airport approach zone designation.* The following described por-

tions of the navigable airspace of the United States are hereby designated as airport approach zones:

§ 601.20 *Scope.* Each airport approach zone shall include the navigable airspace above all that area on the surface of the earth lying within the specified radius of the center point prescribed for such zone (except where otherwise described herein), but shall not include any of the airspace of an airspace reservation.

§ 601.200 Airport-approach zones:

§ 601.2000 Within a ten mile radius of the following airports:

Abilene, Tex.....	Abilene Air Terminal.
Acoma, N. Mex.....	C. A. A. Int. Field.
Advance, Mo.....	C. A. A. Int. Field.
Akron, Colo.....	C. A. A. Int. Field.
Akron, Ohio.....	Akron Airport.
Albany, N. Y.....	Albany Airport.
Albuquerque, N. Mex.	Kirtland Field.
Alexandria, Minn..	Alexandria Airport.
Allentown, Pa.....	Allentown - Bethlehem Airport.
Alma, Ga.....	C. O. A. Int. Field.
Altoona, Pa.....	Altoona - Blair County Airport.
Amarillo, Tex.....	English Field (Amarillo A. A. F.).
Atlanta, Ga.....	Atlanta Municipal Airport.
Augusta, Maine....	Augusta Airport.
Austin, Tex.....	Robert Mueller Airport.
Baker, Oreg.....	Baker Airport.
Bakersfield, Calif..	Bakersfield-Kern County Airport.
Baltimore, Md.....	Baltimore Municipal Airport.
Bangor, Maine.....	Dow Field.
Battle Mountain, Nev.	C. A. A. Int. Field.
Big Spring, Tex....	Big Spring A. A. F.
Billings, Mont.....	Billings Airport.
Birmingham, Ala..	Birmingham A. A. F.
Blismarck, N. D....	Blismarck Airport.
Blackstone, Va.....	Blackstone A. A. F.
Blythe, Calif.....	Blythe A. A. F.
Boise, Idaho.....	Gowen Field.
Bowling Green, Ky..	Bowling Green Airport.
Bozeman, Mont....	Gallatin Field.
Brownsville, Tex...	Brownsville Airport.
Buffalo, N. Y.....	Buffalo Municipal Airport.
Burbank, Calif.....	Lockheed Air Terminal.
Burley, Idaho.....	Burley Airport.
Burlington, Iowa...	Burlington Airport.
Burlington, Vt.....	Burlington Airport.
Casper, Wyo.....	Wardwell Field.
Chanute, Kans.....	Chanute Airport.
Charlotte, N. C....	Morris Field.
Chattanooga, Tenn..	Chattanooga Airport. (Lovell Field).
Cheyenne, Wyo.....	Cheyenne Airport.
Chicago, Ill.....	Chicago Municipal Airport.
Cincinnati, Ohio...	Lunken Airport.
Clarendon, Tex.....	C. A. A. Int. Field.
Cleveland, Ohio...	Cleveland Municipal Airport.
Cochise, Ariz.....	C. A. A. Int. Field.
Coeur D'Alene, Idaho.	Coeur D'Alene Air Terminal.
Colorado Springs, Colo.	Peterson Field.
Columbia, Mo.....	Columbia Airport.
Columbus, N. Mex...	C. A. A. Int. Field.
Columbus, Ohio....	Port Columbus.
Concord, N. H.....	Concord Airport.
Cross City, Fla....	Cross City A. A. F.
Custer, Mont.....	C. A. A. Int. Field.
Cutbank, Mont....	Cutbank Airport.
Daggett, Calif.....	Daggett Municipal Airport.
Dayton, Ohio.....	Dayton Municipal Airport.

Delta, Utah.....	Delta Airport	Lucin, Utah.....	C. A. A. Int. Field.	Superior, Mont.....	C. A. A. Int. Field.
Denver, Colo.....	Stapleton Air Field.	Lynchburg, Va.....	Preston Glenn Airport.	Syracuse, N. Y.....	Syracuse Airport.
Des Moines, Iowa.....	Des Moines Airport.	Macon, Ga.....	Herbert Smart Airport.	Tacoma, Wash.....	McChord Field.
Detroit, Mich.....	Detroit City Airport.	Madison, Wis.....	Truxas Airport.	Tallahassee, Fla.....	Dale Mabry Field.
Dickinson, N. Dak.....	Dickinson Airport.	Malad City, Idaho.....	C. A. A. Int. Field.	Tampa, Fla.....	Peter O. Knight Airport.
Dillon, Mont.....	C. A. A. Int. Field.	Marianna, Fla.....	Marianna A. A. F.	Terre Haute, Ind.....	Paul Cox Airport.
Dothan, Ala.....	Dothan Airport.	Martinsburg, W. Va.....	Shepherd Airport.	Texasarkana, Ark.....	Texasarkana Municipal Airport.
Drummond, Mont.....	C. A. A. Int. Field.	Medford, Oreg.....	Medford Airport.	The Dalles, Oreg.....	The Dalles Airport.
Dubuois, Idaho.....	C. A. A. Int. Field.	Meridian, Miss.....	Key Field.	Toledo, Ohio.....	Toledo Airport.
Duluth, Minn.....	Williamson-Johnson Airport.	Miles City, Mont.....	Miles City Airport.	Toledo, Wash.....	C. A. A. Int. Field.
Effingham, Ill.....	C. A. A. Int. Field.	Milford, Utah.....	C. A. A. Int. Field.	Tri-City, Tenn.....	Tri-City Airport.
Elkins, W. Va.....	Elkins Airport.	Millinocket, Maine.....	Millinocket Airport.	Trinidad, Colo.....	Trinidad Airport.
Elko, Nev.....	Elko Airport (Keddle Field).	Milwaukee, Wis.....	General Mitchell Field.	Tucson, Ariz.....	Davis Monthan Field.
Ellensburg, Wash.....	Ellensburg A. A. F.	Missoula, Mont.....	Missoula County Airport.	Tucumcari, N. Mex.....	Tucumcari Airport.
Elmira, N. Y.....	Chemung County Airport.	Monroe, La.....	Selman Field.	Tulsa, Okla.....	Tulsa Airport.
El Morro, N. Mex.....	C. A. A. Int. Field.	Montgomery, Ala.....	Gunter Field.	Utica, N. Y.....	Utica Airport.
El Paso, Tex.....	Ed Anderson Field (El Paso Municipal Airport).	Montpellier, Vt.....	Barre-Montpellier Airport.	Vichy, Mo.....	Vichy A. A. F.
Enterprise, Utah.....	C. A. A. Int. Field.	Muskegon, Mich.....	Muskegon County Airport.	Waco, Tex.....	Blackland A. A. F.
Ephrata, Wash.....	Ephrata A. A. B.	Nashville, Tenn.....	Berry Field.	Walla Walla, Wash.....	Walla Walla A. A. F.
Erie, Pa.....	Port Erie Airport.	Navasota, Tex.....	C. A. A. Int. Field.	Washington, D. C.....	Washington National Airport.
Eugene, Oreg.....	Mahlon-Sweet Airport.	Needles, Calif.....	Needles Airport.	Watertown, S. Dak.....	Watertown A. A. F.
Evansville, Ind.....	Evansville Airport (old).	Newark, N. J.....	Newark Airport.	Westfield, Mass.....	Barnes Airport.
Everett, Wash.....	Paine Field.	Newburgh, N. Y.....	Stewart Field.	Whitehall, Mont.....	C. A. A. Int. Field.
Fairfield, Calif.....	Fairfield-Suisun A. A. F.	Newhall, Calif.....	Newhall Airport.	Wichita Falls, Tex.....	Sheppard Field (Kell Field).
Fairfield, Utah.....	C. A. A. Int. Field.	North Platte, Nebr.....	Lee Bird Field.	Wichita, Kans.....	Wichita Municipal Airport.
Fargo, N. D.....	Fargo Airport (Hector Field).	Ogden, Utah.....	Robert H. Hincley Field.	Wilkes-Barre, Pa.....	Wilkes-Barre Wyoming Valley Airport.
Florence, S. C.....	Florence A. A. F.	Omaha, Nebr.....	Omaha Municipal Airport.	Williams, Calif.....	C. A. A. Int. Field.
Fort Bridger, Wyo.....	C. A. A. Int. Field.	Otto, N. Mex.....	C. A. A. Int. Field.	Williamsport, Pa.....	Williamsport Airport.
Fort Meyers, Fla.....	Page Field.	Palmdale, Calif.....	Palmdale A. A. F.	Wink, Tex.....	Wink Airport.
Fort Wayne, Ind.....	Baer Field.	Pembina, N. Dak.....	C. A. A. Int. Field.	Winslow, Ariz.....	Winslow Airport.
Fort Wayne, Ind.....	Smith Field.	Phillipsburg, Pa.....	Black Mechannon Airport.	Winston-Salem, N. C.....	Smith Reynolds Airport.
Fresno, Calif.....	Fresno-Chandler Airport.	Phoenix, Ariz.....	Sky Harbor Airport.	Yakima, Wash.....	Yakima County Airport.
Gage, Okla.....	Gage A. A. F.	Pierre, S. Dak.....	Pierre A. A. F.	Youngstown, Ohio.....	Youngstown Airport.
Garden City, Kans.....	Garden City Airport.	Pittsburgh, Pa.....	Pittsburgh-Allegheny County Airport.		
Gila Bend, Ariz.....	Gila Bend A. A. F.	Pocatello, Idaho.....	Pocatello Airport.		
Gordonville, Va.....	C. A. A. Int. Field.	Portland, Oreg.....	Portland Municipal Airport.		
Goshen, Ind.....	C. A. A. Int. Field.	Prescott, Ariz.....	Ernest Love Airport.		
Grand Forks, N. Dak.....	Grand Forks Airport.	Presque Isle, Maine.....	Presque Isle A. A. F.		
Grand Island, Nebr.....	Grand Island Airport.	Pueblo, Colo.....	Pueblo Airport.		
Grand Rapids, Mich.....	Kent County Airport.	Pulaski, Va.....	C. A. A. Int. Field.		
Great Falls, Mont.....	Gore Field.	Raleigh, N. C.....	Raleigh-Durham Airport.		
Greensboro, N. C.....	Greensboro-High Point Airport (Lindley Field).	Rapid City, S. Dak.....	Rapid City A. A. F.		
Greenville, S. C.....	Greenville Airport.	Red Bluff, Calif.....	Redwell Field.		
Greenwood, Miss.....	Greenwood Airport.	Redmond, Oreg.....	Redmond A. A. F.		
Hartford, Conn.....	Brainard Field.	Reno, Nev.....	Hubbard Field.		
Harvey, Ill.....	Rubinkam Airport.	Richmond, Va.....	Richmond A. A. B.		
Hayes Center, Nebr.....	C. A. A. Int. Field.	Riverside, Calif.....	March Field.		
Helena, Mont.....	Helena Airport.	Roanoke, Va.....	Woodrum Field.		
Houlton, Maine.....	Houlton A. A. F.	Rodeo, N. Mex.....	C. A. A. Int. Field.		
Houston, Tex.....	Houston Airport.	Rochester, Minn.....	Rochester Airport.		
Huron, S. Dak.....	W. W. Howes Airport.	Rochester, N. Y.....	Rochester Airport.		
Indianapolis, Ind.....	Indianapolis Municipal Airport.	Rockford, Ill.....	Machesney Airport.		
Jacks Creek, Tenn.....	C. A. A. Int. Field.	Rock Springs, Wyo.....	Rock Springs Airport (new)		
Jackson, Miss.....	Jackson Airport.	Sacramento, Calif.....	Sacramento Airport.		
Joliet, Ill.....	C. A. A. Int. Field.	St. Joseph, Mo.....	Roccrans Field.		
Joplin, Mo.....	Joplin Airport.	Salt Flat, Tex.....	C. A. A. Int. Field.		
Kansas City, Mo.....	Kansas City Municipal Airport.	Salt Lake City, Utah.....	Salt Lake City Airport No. 1		
Kirksville, Mo.....	Kirksville Airport.	San Antonio, Tex.....	San Antonio Municipal Airport (Alamo Field).		
Knoxville, Tenn.....	Knoxville McGhee-Tyson Airport.	Savannah, Ga.....	Hunter Field.		
LaCrosse, Wis.....	C. A. A. Int. Field.	Scottsbluff, Nebr.....	Scottsbluff Airport.		
Lafayette, Ind.....	Purdue University Airport.	Sheridan, Wyo.....	Sheridan County Airport.		
La Junta, Colo.....	La Junta A. A. F.	Shreveport, La.....	Shreveport Airport.		
Lake Charles, La.....	Lake Charles A. A. F.	Silver Lake, Calif.....	C. A. A. Int. Field.		
Lansing, Mich.....	Capital City Airport.	Sinclair, Wyo.....	C. A. A. Int. Field.		
Laramie, Wyo.....	General Brees Airport.	Sioux City, Iowa.....	Sioux City Municipal Airport.		
Las Vegas, Nev.....	Las Vegas A. A. F.	Sioux Falls, S. Dak.....	Sioux Falls Municipal Airport.		
Las Vegas, N. Mex.....	Las Vegas Airport.	Smithville, Tenn.....	C. A. A. Int. Field.		
Lebo, Kans.....	C. A. A. Int. Field.	South Bend, Ind.....	Bendix Field.		
Lewistown, Mont.....	Lewistown Airport.	Spartanburg, S. C.....	Memorial Airport.		
Little Rock, Ark.....	Adams Field.	Spokane, Wash.....	Felts Field.		
Lone Rock, Wis.....	C. A. A. Int. Field.	Springfield, Ill.....	Springfield Airport.		
Louisville, Ky.....	Bowman Field.	Springfield, Mo.....	Springfield Airport.		

§ 601.2001 Within the specified radius of the following points:

§ 601.200100 (Lubbock, Texas, airport approach zone). Within a 40-mile radius of the Lubbock, Texas radio range station, up to and including the altitude of 7,000 feet above mean sea level.

§ 601.200101 (Butte, Montana airport approach zone). Within a 17-mile radius of Butte Airport, Butte, Montana.

§ 601.200102 (Moline, Illinois airport approach zone). Within a 13-mile radius of Moline Airport, Moline, Illinois.

§ 601.2002 Within a ten-mile radius of the following airports, excluding those portions of the zones lying outside the boundaries of civil airways:

Banana River, Fla.....	Banana River N. A. B.
Beaumont, Tex.....	Jefferson County Airport.
Biloxi, Miss.....	Keesler Field.
Charleston, S. C.....	Charleston A. A. F.
Daytona Beach, Fla.....	Daytona Beach N. A. S.
El Centro, Calif.....	El Centro M. C. A. S.
Harrisburg, Pa.....	Harrisburg State Airport.
Humbolt, Nev.....	C. A. A. Int. Field.
Hutchinson, Kans.....	Hutchinson Airport.
Key West, Fla.....	Key West N. A. S.
Klamath Falls, Oreg.....	Klamath Falls N. A. B.
Memphis, Tenn.....	Memphis Airport.
Minneapolis, Minn.....	Minneapolis - St. Paul Metropolitan Airport.
Mobile, Ala.....	Bates Field.
New York, N. Y.....	LeGuardia Airport.

Pendleton, Oreg.... Pendleton Field.
 Philadelphia, Pa.... Northeast Philadelphia
 Airport.
 Philadelphia, Pa.... Philadelphia Municipal
 Airport.
 Portland, Maine.... Portland Airport.
 Providence, R. I.... Hills Grove A. A. F.
 Romulus, Mich.... Romulus A. A. F.
 St. Louis, Mo.... Lambert-St. Louis Mu-
 nicipal Airport.
 Santa Barbara, Calif.... Santa Barbara Municipal
 Airport.
 Sunnydale, Calif.... Moffett Field.
 West Palm Beach, Fla.... Morrison Field.

§ 601.2003 As described herein:

§ 601.200300 (*Alice, Texas airport approach zone*). Within a 10 mile radius of Alice Airport excluding those portions of the zone lying more than two miles on either side of the center lines of the on course signals of the Alice, Texas radio range.

§ 601.200301 (*Augusta, Georgia airport approach zone*). Within a 10 mile radius of Daniel Field, excluding those portions of the zone lying outside of the civil airways, and excluding those portions of the zone within Red Civil Airway No. 10 which lie more than two miles on either side of the center line of the on course signals of the northwest and southeast courses of the Augusta, Georgia radio range, but including that portion of the zone southeast of and within two miles of the center line of the on course signal of the southwest course of the Augusta, Georgia radio range.

§ 601.200302 (*Bellingham, Washington airport approach zone*). Within a 10 mile radius of Bellingham A. A. F. excluding those portions of the zone lying outside of the civil airways and excluding those portions of the zone lying within Amber Civil Airway No. 1 more than two miles northwest of the center lines of the on course signals of the southwest and northeast courses and more than two miles on either side of the center line of the on course signal of the northwest course of the Bellingham, Washington radio range.

§ 601.200303 (*Boston, Massachusetts airport approach zone*). Within a 10 mile radius of Logan Airport, excluding those portions of the zone lying outside of the civil airways, and excluding that portion of the zone lying more than two miles south of the center line of the on course signal of the east course and more than one mile southeast of the center line of the on course signal of the southwest course of the Boston, Massachusetts radio range.

§ 601.200304 (*Columbia, South Carolina airport approach zone*). Within a 10 mile radius of Owens Field excluding those portions of the zone lying outside of the civil airways and excluding those portions of the zone lying more than two miles on either side of the center lines of the on course signals of the east and southeast courses and more than one mile on either side of the southwest course of the Columbia, South Carolina radio range.

§ 601.200305 (*Corpus Christi, Texas airport approach zone*). Within a 10 mile radius of Cliff Maus Field, excluding those portions of the zone lying outside

of the civil airways, and excluding those portions of the zone lying more than two miles on either side of the center lines of the west and northwest courses of the Corpus Christi, Texas radio range.

§ 601.200306 (*Crestview, Florida airport approach zone*). Within a 10 mile radius of C. A. A. Int. Field excluding those portions of the zone lying outside the civil airways, and excluding those portions of the zone lying more than two miles on either side of the center line of the on course signal of the west course of the Crestview, Florida radio range.

§ 601.200307 (*Dallas, Texas airport approach zone*). Within a 10 mile radius of Love Field excluding those portions of the zone lying outside the civil airways, and excluding those portions lying more than two miles on either side of the center lines of the on course signals of all courses of the Dallas, Texas radio range and more than two miles on either side of the center line of the on course signal of the east course of the Fort Worth, Texas radio range.

§ 601.200308 (*Fort Worth, Texas airport approach zone*). Within a 10 mile radius of Meacham Field, excluding those portions of the zone lying outside the civil airways, and excluding those portions lying more than two miles on either side of the center lines of the on course signals of all courses of the Fort Worth, Texas radio range and more than two miles on either side of the center line of the on course signal of the west course of the Dallas, Texas radio range east of the center line of the on course signal of the south course of the Fort Worth, Texas radio range.

§ 601.200309 (*Galveston, Texas airport approach zone*). Within a 10 mile radius of Galveston A. A. F. excluding that portion lying outside the civil airway, and excluding those portions lying more than two miles on either side of the center line of the on course signal of the northwest course of the Galveston, Texas radio range.

§ 601.200310 (*Jacksonville, Florida airport approach zone*). Within a 10 mile radius of Jacksonville Airport No. 1 excluding those portions lying outside of the civil airways, and excluding those portions more than two miles on either side of the center line of the on course signal of the south course; more than five miles south of the center line of the on course signal of the west course and more than two miles south of the center line of the on course signal of the east course of the Jacksonville, Florida radio range.

§ 601.200311 (*Long Beach, California airport approach zone*). Within a 10 mile radius of Long Beach Municipal Airport (Daugherty Field) excluding those portions lying outside of the civil airways, and excluding those portions lying more than two miles on either side of the center lines of the on course signals of all courses of the Long Beach, California radio range.

§ 601.200312 (*Los Angeles, California airport approach zone*). Within a 10 mile radius of Los Angeles Municipal

Airport (Mines Field) excluding those portions of the zone lying outside of the civil airways, and excluding that portion lying more than two miles southwest of the center line of the on course signal of the northwest course of the Long Beach, California radio range and southeast of the Los Angeles, California radio range station, and also excluding that portion of the zone lying more than two miles west of the center line of the on course signal of the north course of the Los Angeles, California radio range.

§ 601.200313 (*Melbourne, Florida airport approach zone*). Within a 10 mile radius of Melbourne N. A. S. excluding those portions of the zone lying outside of the civil airways, and excluding that portion of the zone lying more than two miles northeast of the center lines of the on course signals of the northwest and southeast courses of the Melbourne, Florida radio range.

§ 601.200314 (*Miami, Florida airport approach zone*). Within a 10 mile radius of 36th St. Airport excluding those portions of the zone lying outside of the civil airways, and excluding those portions of the zone lying more than one mile on either side of the center line of the on course signal of the north course and more than two miles north of the center lines of the on course signals of the east and west courses of the Miami, Florida radio range.

§ 601.200315 (*New Orleans, Louisiana airport approach zone*). Within a 10 mile radius of New Orleans Airport excluding those portions of the zone lying outside the civil airways and excluding those portions of the zone lying more than two miles on either side of the center lines of the on course signals of all courses of the New Orleans, Louisiana, radio range.

§ 601.200316 (*Norfolk, Virginia airport approach zone*). Within a 10 mile radius of Norfolk Municipal Airport excluding those portions of the zone lying outside the civil airways, and excluding those portions of the zone lying more than two miles on either side of the center lines of the on course signals of the northwest and southwest courses of the Norfolk, Virginia radio range.

§ 601.200317 (*Oakland, California airport approach zone*). Within a 10 mile radius of Oakland Municipal Airport excluding those portions of the zone lying outside the civil airways, and excluding those portions of the zone lying more than two miles on either side of the center lines of the on course signals of the northeast and southeast courses and more than five miles on either side of the center lines of the on course signals of the northwest and southwest courses of the Oakland, California radio range.

§ 601.200318 (*Oklahoma City, Oklahoma airport approach zone*). Within a 10 mile radius of Will Rogers Field excluding those portions of the zone outside of the civil airways, and excluding those portions of the zone more than two miles on either side of the center line of the on course signal of the south course of the Oklahoma City, Oklahoma

radio range extending southward from a point five miles south of the Oklahoma City, Oklahoma radio range station.

§ 601.200319 (*Orlando, Florida airport approach zone*). Within a 10 mile radius of Orlando Municipal Airport excluding those portions of the zone lying outside the civil airways, and excluding those portions of the zone lying more than two miles northwest of the center lines of the on course signals of the northeast and southwest courses and more than two miles southwest of the center line of the on course signal of the southeast course of the Orlando, Florida radio range.

§ 601.200320 (*San Diego, California airport approach zone*). Within a 10 mile radius of Lindbergh Field excluding those portions of the zone lying outside of the civil airways, and excluding those portions of the zone lying within Amber Civil Airway No. 1 which are more than two miles on either side of the center lines of the on course signals of the south and east courses; more than two miles south of the center line of the on course signal of the west course and more than two miles east of the center line of the on course signal of the north course of the San Diego, California radio range.

§ 601.200321 (*San Francisco, California airport approach zone*). Within a 10 mile radius of San Francisco Airport excluding those portions of the zone outside the civil airways, and excluding those portions of the zone more than two miles on either side of the center line of the on course signal of the southeast course of the San Francisco, California radio range southeastward from a point two miles southeast of the San Francisco, California radio range station.

§ 601.200322 (*Seattle, Washington airport approach zone*). Within a 10 mile radius of Boeing Field excluding those portions of the zone lying outside the civil airways, and excluding those portions of the zone more than two miles on either side of the center line of the on course signal of the southwest course of the Seattle, Washington radio range extending southwestward from a point five miles southwest of the Seattle, Washington radio range station.

This amendment shall become effective 0001 e. w. t., August 1, 1945.

C. I. STANTON,
Acting Administrator of
Civil Aeronautics.

[F. R. Doc. 45-14012; Filed, July 31, 1945;
9:37 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 3760]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

ALLIED PAPER MILLS, ET AL.

§ 3.27 (d) *Combining or conspiring—To enhance, maintain or unify prices.* In or in connection with the offering for sale, sale, and distribution in commerce, as "commerce" is defined in the Federal

Trade Commission Act, of book paper (which term includes all papers within the jurisdiction of the Book Paper Manufacturers Association at the time of this proceeding), and on the part of respondent, Book Paper Manufacturers Association, its officers, etc.; two individuals, officers thereof; eleven individuals, members of its executive committee; and forty-two corporations, individually and as members of said association, and their respective officers, etc.; entering into, continuing, cooperating in, or carrying out any planned common course of action, understanding, agreement, combination, or conspiracy between and among any two or more of said respondents, or between any one or more of said respondents and others not parties hereto, to (1) fix, establish or maintain uniform prices, discounts, terms or conditions of sale for any kind or grade of book paper, or in any manner fix or establish any prices, discounts, terms or conditions of sale for book paper; (2) exchange or relay, directly or through the Book Paper Manufacturers Association or any other agency or clearing house, price lists or other information as to current prices, discounts, terms, or conditions of sale for book paper, for the purpose or with the effect of restraining price competition in the sale and distribution of book paper; or exchange or relay, directly or through the Book Paper Manufacturers Association or any other agency or clearing house, information as to future prices, discounts, terms, or conditions of sale quoted or to be quoted for book paper; (3) use in the quotation and sale of book papers the differentials in price for variations in color, weight, size, finish, trim, packing, type, or quantity of such paper heretofore fixed, as found in this proceeding; or fix, establish, or maintain any differentials in price for any variations in color, weight, size, finish, trim, packing, type, or quantity of book paper; (4) use in the quotation and sale of book paper the geographical zones, as the price differentials between such zones heretofore fixed for pricing purposes, as found in this proceeding; or fix, establish, or maintain any geographical areas for pricing purposes, or any differentials in price between any such areas for use in quoting and selling book papers; or (5) prepare, distribute, or use any uniform or standard form of contract in the sale of book paper, which contract contains provisions in aid or support of any of the things prohibited in other parts of this order; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Allied Paper Mills, et al., Docket 3760, June 30, 1945]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 30th day of June, A. D. 1945.

In the Matter of Allied Paper Mills, American Writing Paper Company, Appleton Coated Paper Company, The D. M. Bare Paper Company, The Beckett Paper Company, Bergstrom Paper Company, Martin Cantine Company, The Champion Paper and Fibre Company, Champion-International Com-

pany, The Chillicothe Paper Company, Columbian Paper Company, Consolidated Water Power & Paper Company, Dill & Collins, Inc., Everett Pulp & Paper Company, Fitchburg Paper Company, French Paper Company, P. H. Glatfelter Company, W. C. Hamilton & Sons, Inc., Hammermill Paper Company, Inland Empire Paper Company, International Paper Company, The Jessup & Moore Paper Company, Kimberly-Clark Corporation, McLaurin-Jones Company, The Mead Corporation, Miamisburg Paper Company, Miami Valley Coated Paper Company, The Michigan Paper Company, Mohawk Paper Mills, Inc., Newton Falls Paper Company, New York & Pennsylvania Company, The Northwest Paper Company, Oxford Miami Paper Company, Oxford Paper Company, Parler-Young Company, Rex Paper Company, Schmidt Lithograph Company, Sorg Paper Company, Standard Paper Manufacturing Company, Stecher-Traung Litho Corp., S. D. Warren Company, Watab Paper Company, West Virginia Pulp & Paper Company, Wheelwright Paper Company, and Wheelwright Papers, Inc., independently and as Members of Book Paper Manufacturers Association; Book Paper Manufacturers Association; P. H. Glatfelter, C. L. Barnum, and R. S. Berry, individually and as Officers of Book Paper Manufacturers Association; and C. A. Clough, D. R. Curtenius, G. K. Ferguson, P. H. Glatfelter, C. A. Gordon, W. H. Kenety, J. R. Miller, F. H. Savage, J. S. Sensenbrenner, R. D. Smith, L. G. Thomson, and R. I. Worrell, individually and as Members of the Executive Committee of Book Paper Manufacturers Association

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers of respondents, testimony and other evidence in support of and in opposition to the allegations of said complaint taken before examiners of the Commission theretofore duly designated by it, report of the trial examiner and exceptions thereto, briefs filed herein, and the oral arguments of counsel, and the Commission having made its findings as to the facts and its conclusions that said respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That respondent Book Paper Manufacturers Association, an unincorporated association, its officers, agents, representatives, and employees; respondents P. H. Glatfelter and C. L. Barnum, individually and as officers of said association; respondents C. A. Clough, D. R. Curtenius, G. K. Ferguson, C. A. Gordon, W. H. Kenety, J. R. Miller, F. H. Savage, J. S. Sensenbrenner, R. D. Smith, L. G. Thomson, and R. I. Worrell, individually and as members of the executive committee of said association, their respective representatives, agents, and employees; and the corporate respondents Allied Paper Mills, American Writing Paper Corporation, The Appleton Coated Paper Company, The D. M. Bare Paper Company, The Beckett Paper Com-

pany, Bergstrom Paper Company, The Martin Cantine Company, The Champion Paper and Fibre Company, Champion-International Company, The Chillicothe Paper Company, Columbian Paper Company, Consolidated Water Power & Paper Company, Dill and Collins, Incorporated, Everett Pulp and Paper Company, Fitchburg Paper Company, French Paper Company, P. H. Glatfelter Company, W. C. Hamilton & Sons, Hammermill Paper Company, Inland Empire Paper Company, International Paper Company, The Jessup & Moore Paper Company, Kimberly-Clark Corporation, McLaurin-Jones Company, The Mead Corporation, The Michigan Paper Company of Plainwell, Mohawk Paper Mills, Inc., Newton Falls Paper Company, New York and Pennsylvania Company, Incorporated, The Northwest Paper Company, Oxford Miami Paper Company, Oxford Paper Company, The Parker-Young Company, Rex Paper Company, Schmidt Lithograph Company, The Sorg Paper Company, Standard Paper Manufacturing Company, S. D. Warren Company, Watab Paper Company, West Virginia Pulp and Paper Company, Watervliet Paper Company, and Wheelwright Papers, Inc., independently and as members of said association, their respective officers, agents, representatives, and employees, in or in connection with the offering for sale, sale, and distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of book paper (which term includes all papers within the jurisdiction of the Book Paper Manufacturers Association at the time of this proceeding), do forthwith cease and desist from entering into, continuing, cooperating in, or carrying out any planned common course of action, understanding, agreement, combination, or conspiracy between and among any two or more of said respondents, or between any one or more of said respondents and others not parties hereto, to do or perform any of the following things:

1. Fixing, establishing, or maintaining uniform prices, discounts, terms, or conditions of sale for any kind or grade of book paper, or in any manner fixing or establishing any prices, discounts, terms, or conditions of sale for book paper.

2. Exchanging or relaying, directly or through the Book Paper Manufacturers Association or any other agency or clearing house, price lists or other information as to current prices, discounts, terms, or conditions of sale for book paper, for the purpose or with the effect of restraining price competition in the sale and distribution of book paper; or exchanging or relaying, directly or through the Book Paper Manufacturers Association or any other agency or clearing house, information as to future prices, discounts, terms, or conditions of sale quoted or to be quoted for book paper.

3. Using in the quotation and sale of book papers the differentials in price for variations in color, weight, size, finish, trim, packing, type, or quantity of such paper heretofore fixed, as found in this proceeding; or fixing, establishing, or

maintaining any differentials in price for any variations in color, weight, size, finish, trim, packing, type, or quantity of book paper.

4. Using in the quotation and sale of book paper the geographical zones, or the price differentials between such zones heretofore fixed for pricing purposes, as found in this proceeding; or fixing, establishing, or maintaining any geographical areas for pricing purposes, or any differentials in price between any such areas for use in quoting and selling book papers.

5. Preparing, distributing, or using any uniform or standard form of contract in the sale of book paper, which contract contains provisions in aid or support of any of the things prohibited in other paragraphs of this order.

It is further ordered, That the reasons appearing in the findings as to the facts in this proceeding, that the complaint herein be, and the same hereby is, dismissed as to respondent Miamisburg Paper Company; and that this proceeding be, and the same hereby is, closed as to respondent Stecher-Traung Lithograph Corporation, respondent Miami Valley Coated Paper Company, and respondent R. S. Berry, without prejudice to the right of the Commission to institute further proceedings should facts so warrant.

It is further ordered, That respondents shall, within sixty (60) days after the service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-14061; Filed, July 31, 1945;
11:36 a. m.]

TITLE 22—FOREIGN RELATIONS

Chapter III—Proclaimed List of Certain Blocked Nationals

[Revision IX of Feb. 28, 1945, Cum. Supp. 5,
July 27, 1945]

ADMINISTRATIVE ORDER

By virtue of the authority vested in the Secretary of State, acting in conjunction with the Secretary of the Treasury, the Attorney General, the Secretary of Commerce, the Administrator of the Foreign Economic Administration, and the Director, Office of Inter-American Affairs, by Proclamation 2497 of the President of July 17, 1941 (6 F. R. 3555), Cumulative Supplement 5 containing certain additions to, amendments to, and deletions from The Proclaimed List of Certain Blocked Nationals, Revision IX of February 28, 1945 (10 F. R. 2648), is hereby promulgated.¹

¹ Filed with the Division of the Federal Register. Requests for printed copies should be addressed to the Federal Reserve banks or the Department of State.

By direction of the President.

JOSEPH C. GREW,
Acting Secretary of State.
HERBERT E. GASTON,
Acting Secretary of the Treasury.
TOM C. CLARK,
Attorney General.
H. A. WALLACE,
Secretary of Commerce.
HENRY W. RILEY,
Deputy Administrator,
Foreign Economic Administration.
WALLACE K. HARRISON,
Director, Office of
Inter-American Affairs.

JULY 27, 1945.

[F. R. Doc. 45-14006; Filed, July 30, 1945;
12:15 p. m.]

TITLE 29—LABOR

Chapter VII—War Manpower Commission

[Reg. 7, Amdt. 5]

PART 907—GOVERNING EMPLOYMENT STABILIZATION PROGRAMS

MISCELLANEOUS AMENDMENTS

Pursuant to the authority vested in me as chairman of the War Manpower Commission by Executive Orders Nos. 9139 and 9279 (7 F. R. 2919, 10177), §§ 907.2, 907.3, 907.4 (e) and (f), and 907.5 (a), (i), (j), and (l) of Part 907, entitled "War Manpower Commission Regulation No. 7—Governing Employment Stabilization Programs" (8 F. R. 11338), as amended, are hereby amended to read as follows:

§ 907.2 *Control of hiring and solicitation of workers.* All hiring and solicitation of workers in or for work in any locality for which a War Manpower Commission employment stabilization program has been established shall be conducted in accordance with such program.

§ 907.3 *Formulation and approval of programs—(a) General.* Employment stabilization programs may be formulated by Area or Regional Manpower Directors after consultation with their Management-Labor War Manpower Committees. No area program shall become operative until approved by the Regional Manpower Director. Regional Manpower Directors are authorized to formulate or approve an employment stabilization program which includes the provisions set forth in § 907.4, and otherwise conforms to the provisions of this part.

(b) *Suspension and termination of programs.* On and after July 1, 1945, any program the operation of which has been suspended for a period of ninety consecutive days shall, unless sooner terminated, be deemed terminated and revoked for all purposes on and after the last day of such ninety-day period.

§ 907.4 *Minimum standards in general.* Except as provided in § 907.5 (a) (5), every employment stabilization program approved after the effective date

of this part shall contain the following provisions: * * *

(e) *Workers who may be hired only upon referral by the United States Employment Service.* A new employee may not be hired solely upon presentation of a statement of availability, but may be hired only upon referral by, or in accordance with arrangements with, the United States Employment Service when:

(1) The new employee is to be hired for work in a critical occupation, or his statement of availability indicates that his last employment was in a critical occupation.

(f) *Exclusions.* No provision of the employment stabilization program shall be applicable to:

(1) The hiring of a new employee for agricultural employment;

(2) The hiring of an employee in any Territory or possession of the United States, except Alaska and Hawaii;

(3) The hiring by a foreign, State, county or municipal government, or their political subdivisions, or their agencies, and instrumentalities, or (for purposes of § 907.4 (a) only) to the hiring of any of their employees, unless such foreign, State, county, or municipal government, or political subdivision or agency or instrumentality has indicated its willingness to conform, to the maximum extent practicable under the Constitution and laws applicable to it, with the program;

(4) The hiring of a new employee for domestic services;

(5) The hiring of a school teacher for vacation employment or the rehiring of a school teacher for teaching at the termination of the vacation period;

(6) The hiring of a veteran of World War II; for the purposes of this paragraph, a veteran of World War II means a person who has served in the active service of the armed forces of the United States subsequent to September 16, 1940, and who has been discharged or released therefrom under conditions other than dishonorable.

* * * * *

§ 907.5 *Optional provisions.* Regional and Area Manpower Directors, after consultation with their Management-Labor War Manpower Committees, may include in employment stabilization programs provisions such as the following designed to meet special manpower needs in the localities affected, but except as specifically authorized herein, no such provision shall conflict with § 907.4 or with any State or Federal law.

(a) Subject to standards and instructions approved by the Chairman of the War Manpower Commission, provision for adding to § 907.4 (e) the following categories of individuals who must be hired only upon referral by, or in accordance with arrangements made with the United States Employment Service:

(1) Individuals for work in specified categories of occupations in activities in which manpower shortages threaten critically needed production, or

(2) Individuals for work in specified shortage occupations (in addition to critical occupations), or

(3) Individuals whose statements of availability indicate that they were most

recently employed in such occupations, or

(4) Individuals who can be readily identified as able to meet specifications required for work in such occupations or activities, or

(5) All individuals. A program containing such a provision may apply only to a labor market area which, on the date of the approval of the program, was classified by the War Manpower Commission as a "Group I," or "Group II," area. Such a program may, notwithstanding anything to the contrary in this regulation, include necessary modifications of § 907.4, or

(6) Individuals who have not lived or worked in the locality of the new employment throughout the preceding thirty-day period, or

(7) Individuals whose last regular employment was in agriculture and who are to be hired for non-agricultural work; *Provided*, That no such individual shall be referred to non-agricultural work except after consultation with a designated representative of the War Food Administration; *And Provided*, That such an individual may be hired for non-agricultural work for a period not to exceed six weeks without referral or presentation of a statement of availability.

(i) Provisions designed (1) to permit the hiring of an individual by, or of an individual whose last regular employment was with, a small establishment without regard to the requirements of the program, except that no establishment regularly employing more than eight employees shall be treated as a small establishment for the purpose of this paragraph, or (2) to exclude from the requirements of the program the hiring of individuals last employed in domestic service or last employed by foreign, State or local governments or their instrumentalities, or (3) to exclude the hiring of individuals for supplemental or casual work, or for other types of short-time or intermittent employment, the coverage of any of which would involve undue administrative burdens and would not measurably contribute to the accomplishment of the objectives of this part, or (4) to exclude from the requirements of the program the hiring of readily identifiable types of individuals whose coverage is not required to meet the manpower problems of the locality to which the program applies.

(j) Subject to standards and instructions approved by the Chairman of the War Manpower Commission, provisions for regulating the hiring of new employees through the establishment of fair and reasonable employment ceilings which limit the number of workers or of specified types of workers which may be employed in an establishment or place of employment during specified periods.

(l) Provisions which while conflicting in substantive respects with this section or § 907.4, are approved by the Chairman of the War Manpower Commission after consultation with the Management-Labor Policy Committee and after a finding

by him (1) that such provisions are necessary to meet manpower problems peculiar in the locality to which the program applies and are consistent with the fundamental objectives and policies upon which the provisions of this part are based, and (2) that such provisions have previously received the unanimous recommendation of the appropriate area or regional Management-Labor War Manpower Committee and manpower director.

PAUL V. McNUTT,
Chairman.

JULY 30, 1945.

[F. R. Doc. 45-14011; Filed, July 30, 1945;
4:44 p. m.]

TITLE 30—MINERAL RESOURCES

Chapter VI—Solid Fuels Administration for War

[SEAW Reg. 26, Amdt. 9]

PART 602—GENERAL ORDERS AND DIRECTIVES

LIMITATION OF DELIVERIES TO AND RECEIPTS BY CONSUMERS

In order to exempt deliveries of those briquettes in which lignite is the only solid fuel used from the provisions of the regulation, paragraph (d) of § 602.652 *Definitions* is hereby amended to read as follows:

(d) "Uncontrolled solid fuel" means No. 3 buckwheat (barley) anthracite and smaller sizes of anthracite, lignite, and those briquettes in which the only solid fuel used is lignite. Uncontrolled solid fuel is not subject to any of the provisions of this regulation.

This amendment shall become effective immediately.

(E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236, 56 Stat. 176 and 58 Stat. 827)

Issued this 30th day of July 1945.

C. J. POTTER,
Deputy Solid Fuels Administrator
for War.

[F. R. Doc. 45-14023; Filed, July 31, 1945;
10:55 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236, 55 Stat. 177, 53 Stat. 827; E.O. 8024, 7 F.R. 323; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-624, Reinstatement and Amdt.]

S. SAFIER, INC.

S. Safier, Incorporated, 93 Morgan Street, Jersey City, New Jersey, a corporation engaged in the business of dis-

tributing wrapping paper, paper bags, and kindred products and in the manufacture of paper plates, was suspended on December 30, 1944, by Suspension Order No. S-624. It appealed from the provisions of the suspension order and, pending determination of the appeal, the suspension order was stayed by the Chief Compliance Commissioner on January 30, 1945. The appeal has been considered by the Chief Compliance Commissioner who has denied the appeal, directed that the stay be terminated, and the suspension order be reinstated and amended.

In view of the foregoing: it is hereby ordered, that: § 1010.624, *Suspension Order No. S-624*, issued December 20, 1944, and effective December 30, 1944, be and hereby is reinstated as of July 31, 1945; the stay of execution directed by the Chief Compliance Commissioner on January 30, 1945, be and hereby is revoked as of July 30, 1945; and the suspension order be and hereby is amended by substituting the following paragraph (a) for the present paragraph (a):

(a) S. Safier, Incorporated, its successors or assigns, shall not consume pulp, paper and/or paperboard as defined in or governed by Order M-241-a, as amended October 16, 1944, in the manufacture of any article until the amount of pulp, paper and/or paperboard it would otherwise be permitted to use under Order M-241-a, as amended October 16, 1944, would have equaled 199 tons, or until the expiration of eleven months from the effective date of this reinstatement which is July 31, 1945, whichever occurs first, unless otherwise authorized in writing by the War Production Board.

Issued this 21st day of July 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-14056; Filed, July 31, 1945;
11:20 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-823, Revocation]

GREAT NORTHERN CHAIR CO.

Suspension Order No. S-823 effective June 23, 1945 was issued against The Great Northern Chair Company, 2500 Ogden Avenue, Chicago, Illinois, for violations of Limitation Order L-260-a. In view of the revocation of Limitation Order L-260-a the Chief Compliance Commissioner has directed that Suspension Order No. S-823 be revoked. In view of the foregoing, it is hereby ordered that: § 1010.823, Suspension Order No. S-823 be revoked.

Issued this 31st day of July 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-14057; Filed, July 31, 1945;
11:20 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-854]

CAR-MAX MANUFACTURING CO.

Car-Max Manufacturing Company is a sole proprietorship owned by—M. M. Naftalin, with principal offices at 16-24 North Eighth Street, Minneapolis, Minnesota. It is engaged in the machine shop and manufacturing business at the above address and at a second plant at 1725 University Avenue, St. Paul, Minnesota. Its Minneapolis plant is for the most part engaged in war work and its St. Paul plant is engaged entirely in the manufacture of civilian products. During the Fourth Quarter of 1944, Car-Max Manufacturing Company unauthorizedly placed fifteen purchase orders for controlled materials using symbols which it had no right to apply. Further, in making three different applications for "spot" authorization under Priorities Regulation No. 25, said company wilfully furnished the War Production Board with false and misleading information. Said company also accepted delivery of new fibre shipping containers, during the fourth quarter of 1944, weighing 40,532 lbs. at a cost of \$2,412.55, when it had no established quota and so no right to accept the same. Car-Max Manufacturing Company has thus violated War Production Board CMP Regulation No. 1, Priorities Regulation No. 1 and Order L-317. Its violations have diverted critical materials to uses not authorized by the War Production Board, and have hampered and impeded the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.854 *Suspension Order No. S-854*. (a) Car-Max Manufacturing Company shall not, for a period of one hundred twenty (120) days following the effective date of this order, apply or extend any priority rating or CMP symbol or allotment whatsoever, regardless of delivery date of materials ordered, to purchase materials for use in its St. Paul plant or for use in any civilian work or production in which it is engaged at either its St. Paul or its Minneapolis plant.

(b) Said restriction above shall apply only to the procurement of materials for civilian production and shall not apply to the obtaining of materials for war contracts or war sub-contracts at the Minneapolis plant.

(c) Nothing contained in this order shall be deemed to relieve Car-Max Manufacturing Company from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board not herein mentioned, except insofar as the same may be inconsistent with the provisions hereof.

(d) The restrictions and prohibitions contained herein shall apply to Car-Max Manufacturing Company, its successors and assigns, or persons acting in its behalf.

(e) This order shall take effect on July 31, 1945.

Issued this 24th day of July 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-14058; Filed, July 31, 1945;
11:20 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-856]

STEWART HARDWARE

H. R. Stewart, doing business as Stewart Hardware Company, at Cary, Illinois, is the owner and operator of a hardware store whose principal business is the sale and installation of plumbing and heating equipment. Between February 1, 1943, and October 1, 1944, H. R. Stewart sold, delivered and installed at least thirty items of new metal plumbing equipment and metal heating equipment on unrated orders and without other authority in violation of Limitation Order L-79. In installing such equipment he also engaged in construction, the cost of which was in excess of the amount permitted by Conservation Order L-41, and in violation thereof. These actions constituted grossly negligent violations of the Limitation Order L-79 and Conservation Order L-41.

These violations have diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.856 *Suspension Order No. S-856*. (a) H. R. Stewart shall not for a period of three months from the effective date of this order apply or extend any preference ratings, regardless of the delivery date named in any purchase order to which such ratings may be applied or extended, unless otherwise authorized in writing by the War Production Board.

(b) No allocation, including allotments, shall be made to H. R. Stewart of any material or product, the supply or distribution of which is governed by any order or regulation of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(c) Nothing contained in this order shall be deemed to relieve H. R. Stewart from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) The restrictions and prohibitions contained herein shall apply to H. R. Stewart, doing business as Stewart Hardware or under any other name, his successors or assigns or persons acting in his behalf. The provisions against the taking of any action include the taking indirectly as well as directly of any such action.

(e) This order shall take effect on July 31, 1945.

Issued this 24th day of July 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-14059; Filed, July 31, 1945;
11:20 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M-310, General Direction 13 as Amended July 31, 1945]

CUTTING OF MANUFACTURERS'-BENDS-FOR-REPAIR

The following direction is issued pursuant to Conservation Order M-310:

(a) Notwithstanding the provisions of Schedule B, no cutter shall cut any manufacturers'-bends-for-repair which are delivered to him during the period from February 12, 1945 through September 30, 1945 under individual Direction L-114 to Conservation Order M-310 (issued to tanners) except as follows: so as to produce from manufacturers'-bend-for-repairs leather for civilian shoe repair purposes after first producing an average for each calendar month of 3 pairs of military quality innersoles (as defined in Order M-310) from each bend. Only manufacturers'-bends-for-repair delivered under invoices bearing substantially the following notation shall be regarded as having been delivered under Direction L-114:

"Delivered under Direction L-114 to Order M-310."

(b) No cutter shall cut more than an average of 20% of these bends (excluding the strips from which the military quality innersoles have been removed) into strips (which shall not exceed eleven inches in width); the remainder shall be cut into taps. All of the manufacturers'-bends-for-repair, excluding the military quality innersoles which have been removed, shall be cut in a manner suitable for women's shoes.

Issued this 31st day of July 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-14055; Filed, July 31, 1945;
11:20 a. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Gen. RO 17, Amdt. 4]

EXPORT OF RATIONED FOODS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

General Ration Order 17 is amended in the following respects:

1. Section 4 (a) is amended by inserting the words "or an OPA Form No. R-1227" after the words "R-315" in the first sentence thereof and by adding items 5 and 6 to read as follows:

(5) That the value of the rationed foods contained in any package to be exported, other than one to be exported to a place designated in section 3 of this order, will be twenty-five dollars, or more;

(6) If the export is to be made to any place other than Canada or a possession of the United States, the number of the export license covering the export issued by the Foreign Economic Administration.

2. Section 4 (b) is amended to read as follows:

(b) The District Office shall issue ration evidences for the amount of the rationed foods to be exported, if it finds:

(1) That the rationed foods for which the application is made will be exported;

(2) If the export is to be made to any place, other than Canada or a territory or possession of the United States, that the applicant has a license covering the

export issued by the Foreign Economic Administration; and

(3) That the value of the rationed foods to be exported in each package for which evidences are requested is twenty-five dollars or more; or, if less than twenty-five dollars, that the package is to be sent to one of the places designated in Section 3 of this order.

3. Section 6 is amended to read as follows:

SEC. 6. How a person who has not received an advance obtains replacement. (a) A registered retailer, wholesaler, primary distributor (under Revised Ration Order 16), or processor or country shipper (under Revised Ration Order 13) who exported foods covered by the order under which he is registered and who did not receive evidences for the food, either under Section 4, or in any other way, may apply to the District Office on OPA Form R-315 for evidences covering the rationed food exported. He must submit proof of export with his application. The application must state:

(1) If the export was made to any place, other than Canada or a territory or possession of the United States, the number of the license, covering the export, issued by the Foreign Economic Administration;

(2) That the value of the rationed food in each package exported was twenty-five dollars or more, if the package was not exported to a place designated in section 3 of this order.

NOTE: For the purposes of this order, the Philippines are not considered a territory or possession of the United States.

(b) The District Office shall issue to the applicant evidences for the rationed foods exported if it finds that:

(1) He exported rationed foods;

(2) The value of the rationed foods in each package exported is twenty-five dollars or more, or, if less than twenty-five dollars, that the package was sent to one of the places designated in section 3 of this order;

(3) He has not already received evidences for such foods; and

(4) If the export was made to any place, other than Canada or a territory or possession of the United States, that the applicant had an export license covering the export.

4. Section 8 is amended to read as follows:

SEC. 8. District Offices may be authorized to grant evidences for exports not covered by this order. The Washington Office may authorize District Offices to grant evidences for exports not covered by this order.

5. Section 9 is revoked.

This amendment shall become effective July 31, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator

[F. R. Doc. 45-14042; Filed, July 31, 1945;
11:15 a. m.]

PART 1305—ADMINISTRATION

[Gen. RO 17, Supp. 1]

EXPORT OF RATIONED FOODS

Form to be Used in Application Under Section 4 of General Ration Order 17:

UNITED STATES OF AMERICA

OFFICE OF PRICE ADMINISTRATION

OPA Form No. R-1227

Form Approved

Budget Bureau No. 63-R1036

Forms printed in the FEDERAL REGISTER are for information only, and do not follow the exact format prescribed by the issuing agency.

APPLICATION FOR RATION EVIDENCES FOR RATIONED FOODS TO BE EXPORTED

(This Form May be Reproduced Without Change)

Instructions: Fill out a separate application for each shipment of rationed foods. Each applicant must submit the following information for all rationed foods to be exported for which he desires an advance of ration evidences. Ration evidence will be issued on exports of food valued at \$25.00 or more or for exports shipped through certain Army and Fleet Post Offices. On exports of \$25.00 or more to places other than Canada or United States territories and possessions an export license (issued by the Foreign Economic Administration) is necessary. No ration evidence will be issued on exports valued at less than \$25.00 except on shipments through certain Army and Fleet Post Offices. For the purpose of the order the Philippine Islands are not considered a possession of the United States.

1. Name of applicant: _____
2. Address (if in course of business, give business address): _____
3. Name of person, or firm, to whom food will be shipped: _____
4. Address of person, or firm, to whom shipped: _____
5. Check value () unless food is to be sent to an Army, or Fleet Post Office
☐ over \$25.00 ☐ under \$25.00
6. The Port, or address of post office if by mail, from which the shipment will be made: _____
7. Export license number issued by Foreign Economic Administration (unless to be sent to Canada or a territory or possession of the United States): _____
8. Items of food to be exported. (List each item of food and the number of units exported):
 Food exported _____
 Quantity (wt. in ounces or pounds) _____
 Signature of Applicant: _____

This supplement shall become effective July 31, 1945.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14043; Filed, July 31, 1945;
11:15 a. m.]

PART 1309—COPPER

[RMFR 20, Amdt. 4]

COPPER SCRAP AND COPPER ALLOY SCRAP

A statement of the considerations involved in the issuance of this Amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Maximum Price Regulation No. 20 is amended in the following respects:

1. Section 16 (c) (2) is amended by the addition of a new subdivision (iii) to read as follows:

19 F.R. 753, 4334, 5374; 10 F.R. 2512.

(iii) To the maximum base price for any grade of copper alloy scrap, a special use premium of 1.25 cents per pound may be added: *Provided*, That the scrap has been prepared to meet the consumer's specifications and is suitable for his direct use without further preparation. However, no special use premium may be added on the sale or delivery of any such copper alloy scrap to a copper refiner, a brass and bronze ingot manufacturer, a ferrous or nonferrous foundry, or a brass mill.

(a) Any consumer qualified to pay the special use premium provided by this subparagraph who is unable to obtain any grade of copper alloy scrap by payment of the stated premium of 1.25 cents per pound because of unusual specification requirements may apply to the Office of Price Administration for the establishment of a price that he may pay for such material. The price so established shall be a price in line with the general level of prices established by this Revised Maximum Price Regulation No. 20, taking into account the applicant's special requirements and the additional costs to the seller involved in preparing material to meet these requirements.

(b) Such application shall be in writing and filed with the Metals Price Branch of the Office of Price Administration at Washington, D. C., and shall state:

- (1) The name and address of the applicant;
- (2) The nature of applicant's business;
- (3) The purpose for which the applicant will use the material which he desires to purchase;
- (4) The name and address of the proposed seller or sellers;
- (5) A detailed statement of applicant's specifications for the material;
- (6) A description of the manner in which the material is to be prepared;
- (7) To the extent possible, a statement by the applicant setting forth the reasons why he cannot obtain the required material by payment of the special use premium established by this Regulation, and

(8) The proposed price, f. o. b. point of shipment.

When a maximum price is submitted for approval in this manner, it shall be deemed to be approved unless the Administrator specifically disapproves such price within fifteen days from the date on which receipt of the request for approval is acknowledged. The maximum price for such scrap when once approved shall be the maximum price for all subsequent purchases of such scrap by the buyer to whom such approval is given, unless such approval is specifically withdrawn.

This Amendment shall become effective August 6, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14033; Filed, July 31, 1945;
11:15 a. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 149, Amdt. 18]

MECHANICAL RUBBER GOODS

A statement of the considerations involved in the issuances of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation 149 is amended in the following respects:

1. Paragraph (d) of § 1315.21b is amended to read as follows:

(d) *Maximum prices for sales at wholesale of strip rubber made of neoprene or buna-S (GR-S) and of bare cut rubber thread made in whole or in part of neoprene.* Notwithstanding any other provisions of this regulation or any order previously issued under this regulation, maximum prices for all sales at wholesale of strip rubber of 1 inch width or less, made in whole or in part of neoprene or buna-S (GR-S) and of bare cut rubber thread made in whole or in part of neoprene, shall be determined in accordance with § 1315.37 (i) and § 1315.37 (j) of this regulation, respectively.

2. A new paragraph, designated (j), is added to § 1315.37, to read as follows:

(j) *Maximum prices for all sales of bare cut rubber thread made in whole or in part of neoprene—(1) Applicability.* This paragraph (j) is applicable to all sales of bare cut rubber thread made in whole or in part of neoprene. The term "all sales" means all sales by producers, wholesalers, and other resellers.

(2) *Maximum prices.* Maximum prices for all sales of bare cut rubber thread made in whole or in part of neoprene, shall be the prices therefor set forth in Table IX-D:

TABLE IX-D—MAXIMUM PRICES FOR ALL SALES OF BARE CUT RUBBER THREAD MADE IN WHOLE OR IN PART OF NEOPRENE

Size	Maximum list price, per pound
24	\$1.15
30	1.25
36	1.30
42	1.35
50	1.45
58	1.60
70	1.70
85	1.95
112	2.30
120	2.50
140	3.50

The above maximum prices are subject to all discounts, allowances, and other deductions that the seller had in effect to each class of purchaser on October 1, 1941, for bare cut rubber thread made in whole or in part of natural rubber.

(3) *Notification of maximum prices.* With or prior to the first delivery by a seller of the commodity described in subparagraph (1) to a person who buys for resale purposes, such seller shall notify the reseller in writing of the maximum prices applicable to the reseller's sales as established by subparagraph (2). Such notification shall include a statement that such reseller is required to notify any other reseller to whom he sells of the maximum prices applicable to such reseller's resales as established by subparagraph (2) above.

This amendment shall become effective August 6, 1945.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14035; Filed, July 31, 1945;
11:16 a. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1A, Amdt. 103]

TIRES, TUBES, RECAPPING AND CAMELBACK

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Ration Order No. 1A is amended in the following respects:

1. Section 1315.201 (a) (5) is amended to read as follows:

(5) "Certificate", unless the context requires otherwise, means OPA Form R-2, R-2A or R-2B, issued by a Board or other person or agency designated by the Office of Price Administration authorizing the acquisition of a tire.

2. Section 1315.610 is amended to read as follows:

§ 1315.610 *Action by certificate holders—(a) Use of certificates.* A person to whom a properly executed certificate was issued may use it to acquire the tires specified thereon, except that he may not use any certificate issued prior to December 1, 1944, and he may use a certificate on OPA Form R-2 issued on or after December 1, 1944, only through August 15, 1945.

(b) *Replaced tires to be turned in.* (1) If the certificate indicates that a tire being replaced must be turned in, the applicant shall, before acquiring from a dealer or manufacturer any tire in exchange for the certificate, turn in the tire to be replaced to such dealer or manufacturer, except in the case of purchase by mail or tires withdrawn from a public warehouse. In such cases, the applicant shall deliver the replaced tires to a dealer or manufacturer within five days after the acquisition of the replacement. The provisions of this subparagraph shall not apply to a state, local or foreign government, or the Federal Government, or any department or agency of any such government prohibited by law to make such disposition.

(2) A tire which is being held at a Central Truck Tire Inspection Station or at an Official Truck and Passenger Tire Inspection Station shall be turned in by transferring its legal title to the dealer or manufacturer to whom the certificate was surrendered.

(3) A consumer who acquires tires from the Office of Surplus Property of the Department of Commerce shall turn in the tires to be replaced to a dealer or manufacturer. If the replaced tires are still in the consumer's possession at the time of transfer on certificate, he shall turn them in within five days from the date he acquired the replacement tires from the Office of Surplus Property; or if they are being held at a Central

Truck Tire Inspection Station or an Official Truck Tire Inspection Station, the consumer shall turn them in within five days from the date he acquired them from such station.

(c) *Signing of certificates.* The applicant or his agent shall sign all parts of the certificate in accordance with the instructions thereon, prior to acquiring the tires specified on the certificate. The same person shall sign all parts of the certificate where the signature of the certificate holder is required. No member or employee of the Board issuing the certificate, no tire inspector, dealer or manufacturer shall act as agent of the applicant in signing the certificate. However, in the case of purchase by mail, the dealer or manufacturer, on behalf of the certificate holder may sign the remaining parts of the certificate, if the certificate holder has signed part A.

3. Section 1315.613 is added to read as follows:

§ 1315.613 *Exchange of valid replenishment portions of certificates on OPA Form R-2.* A sectional warehouse or dealer who transferred tires to a consumer prior to August 16, 1945, in exchange for a certificate on OPA Form R-2 issued on or after December 1, 1944, or who transferred tires to another dealer or sectional warehouse prior to September 1, 1945, in exchange for a replenishment portion of a certificate on OPA Form R-2 issued on or after December 1, 1944, and who has not transferred the replenishment portion of such certificate to a factory or regional branch of a manufacturer by September 1, 1945, shall forward the replenishment portion, properly endorsed and dated, to his OPA District Office during the month of September 1945. The District Office shall issue to the dealer or sectional warehouse replenishment portions of certificates on OPA Form R-2A or R-2B calling for the number, size and type of tires represented by the valid replenishment portions which the dealer or sectional warehouse forwarded to the District Office.

4. Section 1315.704 (a) (2) (iii) is amended to read as follows:

(iii) To a consumer who establishes that the tire transferred in exchange for the certificate was acquired from the Office of Surplus Property of the Department of Commerce.

5. Section 1315.803 (a) (1) is amended to read as follows:

(1) A dealer may transfer tires to a consumer in exchange for a certificate on OPA Form R-2A or R-2B. He may transfer tires to a consumer through August 15, 1945, in exchange for a certificate on OPA Form R-2 issued on or after December 1, 1944.

6. Section 1315.803 (b) (1) is amended to read as follows:

(1) A manufacturer may transfer tires to a consumer who acquired tires from a manufacturer between December 31, 1940, and August 6, 1943, in exchange for a certificate on OPA Form R-2A or R-2B; and through August 15, 1945, in exchange for a certificate on OPA Form R-2 issued on or after December 1, 1944.

7. Section 1315.803 (h) is amended to read as follows:

(h) *By Office of Surplus Property.* The Office of Surplus Property of the Department of Commerce may transfer tires to a consumer to whom it is authorized to transfer surplus property, in exchange for a certificate on OPA Form R-2A or R-2B, and through August 15, 1945, in exchange for a certificate on OPA Form R-2 issued on or after December 1, 1944.

8. Section 1315.804 (c) (3) is amended to read as follows:

(3) *Permitted replenishment of tires.* Subject to the provisions of subparagraph (1) of this paragraph, any dealer or manufacturer may, in exchange for a properly endorsed replenishment portion transfer to a dealer or sectional warehouse the number of tires authorized by the replenishment portion in accordance with the table below:

If replenishment portion calls for—		Dealer or manufacturer may transfer—
A Grade I passenger tire	A Grade I passenger tire	
A truck tire with a cross-section size 7.50 or smaller	A Grade I truck tire with a cross-section size 7.50 or smaller	
A truck tire with a cross-section size 8.25 or larger	A Grade I truck tire with a cross-section size 8.25 or larger	
A tractor-implement tire	A Grade I tractor-implement tire	
A truck tire (no designated size—on OPA Form R-12 only)	A Grade I truck tire with a cross-section size 7.50 or smaller	

These transfers may only be made in exchange for the replenishment portion of a certificate on OPA Form R-2A or R-2B; or, through August 31, 1945, in exchange for the replenishment portion of a certificate on OPA Form R-2, issued on or after December 1, 1944; or in exchange for the replenishment portion of a receipt dated on or after December 1, 1944.

9. The title of § 1315.806 (q) and the text preceding subparagraph (1) are amended to read as follows:

(q) *Transfers to and from the Office of Surplus Property.* The Office of Surplus Property of the Department of Commerce may, without certificate:

10. The last paragraph of § 1315.1003 (a) (2) is amended to read as follows:

The replenishment portions of certificates transferred to the Office of Surplus Property of the Department of Commerce by a consumer shall be forwarded by that office to the Tire Rationing Branch, Office of Price Administration, Washington, D. C. within fifteen days after the end of the month in which the transfer of the tires called for thereon occurred.

11. In § 1315.1005 (a) the words "Office of Surplus Property of the Department of Commerce" are substituted for the words "Procurement Division of the Treasury Department".

This amendment shall become effective August 3, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719, issued April 7, 1942, WPB Dir. No. 1, 7 F.R. 562, Supp. Dir. No. 1Q, 7 F.R. 9121)

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14639; Filed, July 31, 1945; 11:14 a. m.]

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH PRODUCTS

[MPR 367, Amdt. 6]

HORSEMEAT

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Maximum Price Regulation No. 367 is amended in the following respects:

1. Item 15 is added to the schedule of prices in section 6 (b) headed "Slaughterer and Independent Wholesaler" to read as follows:

Slaughterer and Independent Wholesaler	Inspected		Noninspected	
	Zone 1 and 3	Zone 2	Zone 1 and 3	Zone 2
(15) Canned horsemeat for export (Product must consist of not less than 69 percent horsemeat)				
(i) Case of 45-12 oz. cans	\$3.05	\$3.15		
(ii) Case of 24-29 oz. cans	5.25	4.75		

2. Subparagraphs (4) and (5) of section 14 (a) are amended respectively to read as follows:

(4) "Ground horsemeat (bone in)" means carcass horsemeat which has been ground; which does not have a fat content in excess of 28 percent by chemical analysis; and to which no cereal has been added.

(5) "Ground horsemeat (boneless)" means boneless horsemeat which has been ground; which does not have a fat content in excess of 28 percent by chemical analysis; and to which other ingredients, not in excess of 8 percent of the total weight, have been added.

This amendment shall become effective August 6, 1945.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14636; Filed, July 31, 1945; 11:16 a. m.]

PART 1380—HOUSEHOLD AND SERVICE
INDUSTRY MACHINES

[Rev. MPR 139,¹ Incl. Amdts. 1-3]

USED HOUSEHOLD MECHANICAL
REFRIGERATORS

This compilation of Revised Maximum Price Regulation 139 includes Amendment 3 effective August 6, 1945. The text added or amended by Amendment 3 is underscored. Changes in tables are indicated by notes.

In the judgment of the Price Administrator, the maximum prices established by this revision of Maximum Price Regulation No. 139 are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.² Such specifications and standards as are used in this regulation were, prior to such use, in general use in the trade or industry affected.

[Preamble amended by Supplementary Order 59, 8 F. R. 12552, effective 9-11-43.]

§ 1380.201 *Maximum prices for used household refrigerators.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, Revised Maximum Price Regulation No. 139 (Used Household Mechanical Refrigerators), which is annexed hereto and made a part hereof, is hereby issued.

Sec.

1. Sales and rentals of used household mechanical refrigerators at higher than maximum prices prohibited.
2. To what products, transactions and persons this regulation applies.
3. Maximum prices for sales of used household mechanical refrigerators by all persons.
4. Maximum rental rates.
5. Prohibited practices.
6. Tagging.
7. Sales slips, receipts and invoices.
8. Enforcement.
- 8a. Licensing.
9. Petitions for amendment.
10. Applicability of the General Maximum Price Regulation.
11. Geographical applicability.

AUTHORITY: § 1380.201 issued under 56 Stat. 23 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; Pub. Law 108, 79th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681.

SECTION 1. *Sales and rentals of used household mechanical refrigerators at higher than maximum prices prohibited.* (a) Regardless of any contract or other

¹ 8 F.R. 3706, 5484.

² Statements of considerations are also issued simultaneously with amendments. Copies may be obtained from the Office of Price Administration.

obligation, no person shall sell, rent, or deliver a used household mechanical refrigerator to any other person at prices or rates higher than the maximum prices or rates fixed by this regulation, and no person shall agree, offer or attempt to do any of these things.

(b) Prices or rates lower than the maximum prices or rates may be charged.

SEC. 2. *To what products, transactions and persons this regulation applies—(a) What products are covered by the regulation.* This regulation covers sales and rentals of all household mechanical refrigerators which have ever been used, or which have been in the possession of a consumer for more than five days or were manufactured for use in the year 1940 or earlier.

(b) *What transactions are covered by this regulation.* This regulation covers all sales and rentals of used household mechanical refrigerators by any person to any other person, including sales by an individual who is selling his own refrigerator, and sales by dealers or auctioneers, except (1) sales by a foreign seller to any domestic buyer (this exception includes domestic buyers who purchase through a bona fide agent); and (2) rentals by a landlord who supplies or rents the refrigerator in connection with the use or occupancy of housing accommodations.

(c) *What persons are covered by this regulation.* This regulation applies to any person who sells or rents a used household mechanical refrigerator except (1) foreign sellers and domestic buyers insofar as they purchase from the foreign sellers, and (2) landlords who supply or rent the refrigerators in connection with use or occupancy of housing accommodations, and tenants of such housing accommodations. The term "person" includes: An individual, corporation or any other organized group; their legal successors or representatives; the United States, or any government, or any of its political subdivisions; or any agency of the foregoing.

[Paragraphs (b) and (c) amended by Am. 3, effective 8-6-45]

SEC. 3. *Maximum prices for sales of used household mechanical refrigerators by all persons—(a) Reconditioned refrigerators.* As used in the table below a refrigerator is reconditioned if it meets the following standards:

(1) The refrigerator is capable of continuously maintaining, with normal cycling, an average interior cabinet temperature in the food storage space not exceeding 50° F., under no-load conditions, when placed in a room in which the temperature is 90° F.

(2) All cooling units, compressors, condensers, motors and controls, where such parts are exposed to the accumula-

tion of dust, as well as all shelves, hardware and machine compartments, are thoroughly cleaned, and function properly. Belts on open-type units must be free from frays and splits.

(3) A defrosting tray large enough to catch all drip from the cooling unit, and a minimum of two corrosion-resistant ice cube trays with grids are provided.

(4) Cabinet exteriors, finished with either synthetic enamel or lacquer have all metal completely covered and free from chips, stains, scratches, blisters and other blemishes. Any such defects have been buffed, smoothed, filled, and either spot-sprayed, or the entire exterior re-sprayed, where one of these methods is necessary in order to obtain a finish similar to the original finish. Cabinet exteriors and interiors finished with porcelain are thoroughly cleaned, rust removed from any chips and patched with a suitable porcelain cement.

(b) *"As is" refrigerators.* An "as is" refrigerator is one which does not meet the standards of a reconditioned refrigerator but has all the parts essential for its operation as a refrigerator.

[Paragraph (b) amended by Am. 3, effective 8-6-45]

(c) *Guaranties.* Every refrigerator which is sold as a reconditioned refrigerator must carry a written guaranty for at least 90 days from the date of its installation which provides that any part which proves defective within the guaranty period will be replaced without charge for labor or materials or other services. If the guaranty is to last for one year or more the higher reconditioned price appearing in the table of prices may be charged. In the case of consumer-to-consumer sales this requirement may be satisfied by the seller's giving a written agreement to pay for all parts and repairs needed to fulfill the guaranty.

[Last sentence added by Am. 3, effective 8-6-45]

(d) *Table of maximum prices for certain used household mechanical refrigerators.* The maximum cash price for the following specified models of used household mechanical refrigerators (except those with factory rebuilt units) shall be:

APEX

If a one-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price reconditioned with 90-day guaranty
1931-----	451-----	\$10.00	\$49.00
	501-----	10.00	49.00
	451-P-----	10.00	49.00
	501-P-----	10.00	49.00
1932-3-----	L-410-----	12.00	49.00
	L-600-----	12.00	49.00

APEX—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1932-3—Con	L-610	\$12.00	\$49.00
	L-800	12.00	49.00
	P-600	12.00	49.00
	P-800	12.00	49.00
1934	SSL-4	15.00	52.50
	SSL-45	15.00	52.50
	SSL-6	16.50	54.00
	SSL-7	16.50	54.00
	DTL-8	19.50	57.00
1935	740	19.50	57.00
	745	21.00	58.50
	760	22.50	60.00
	SSL-6	16.50	54.00
	DTL-6	16.50	54.00
	SSL-7	16.50	54.00
	DTL-7	19.50	57.00
	DTL-8	19.50	57.00
1936	A-430	22.50	60.00
	A-600	24.00	61.50
	A-650	24.00	61.50
	A-785	27.00	64.50
1937	B-410	27.00	64.50
	B-625	30.00	67.50
	B-665	30.00	67.50
	B-800	33.00	70.50
1938	SC-300	31.50	69.00
	SC-400	34.50	72.00
	SC-600	37.50	75.00
	C-325	39.00	76.50
	C-625	42.00	79.50
	C-710	43.50	81.00
	C-800	48.00	85.50
	AC-610	49.50	87.00
	AC-710	54.00	91.50
	DC-1	55.50	93.00
	DC-2	61.50	99.00
	DC-3	63.00	100.50
1939	D-530	45.00	81.50
	D-620	48.00	86.00
1940	E-51	42.50	64.50
	E-52	52.50	69.00
	E-52-1	52.50	69.00
	E-65	60.00	76.50
	E-65-1	63.00	79.50
	E-66	65.00	82.50
	E-66-1	70.50	87.00
	E-66-2	75.00	91.50

COLDSPOT

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1931	240-C	\$12.00	\$49.50
	245-C	12.00	49.50
	255-C	12.00	49.50
	275-C	12.00	49.50
1932	440-C	12.00	49.50
	440-CP	12.00	49.50
	450-C	12.00	49.50
	450-CP	12.00	49.50
	460-C	13.50	51.00
	460-CP	13.50	51.00
	470-C	13.50	51.00
	470-OP	13.50	51.00
1933	480-OP	15.00	52.50
	540-C	15.00	52.50
	640-C	13.50	51.00
	740-CP	13.50	51.00
	440-C	12.00	49.50
	440-CP	12.00	49.50
	450-C	12.00	49.50
	450-CP	12.00	49.50
	460-C	13.50	51.00
	460-CP	13.50	51.00
1934	470-C	13.50	51.00
	470-CP	13.50	51.00
	940-C	21.00	58.50
	950-C	22.50	60.00
	860-C	25.50	63.00
	650-CP	27.00	64.50
1935	670-CP	28.50	65.00
	960-C	27.00	64.50
	104	30.00	67.50
	216	35.00	73.50
	326	40.50	78.00
	328	48.00	85.00
1936	114	30.00	67.50
	105	31.50	69.00
	108	35.00	78.00
	604	37.50	79.50
	606	43.50	81.00
	616	46.50	84.00
	625	55.50	93.00
	618	55.50	93.00

COLDSPOT—Continued

[illegible]

*Models and maximum prices added by Am. 3, effective 8-6-45.

COPELAND

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models.

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1931-----	A-411-----	\$10.50	\$48.00
	A-441-----	10.50	48.00
	A-521-----	10.50	48.00
	A-531-----	10.50	48.00
	A-701-----	10.50	48.00
	D-631-----	10.50	48.00
	D-631-----	10.50	48.00
	E-691-----	10.50	48.00
	E-701-----	10.50	48.00
	E-152-----	15.00	52.50
	P-531-----	10.50	48.00
	P-701-----	10.50	48.00
1932-----	A-402-----	12.00	49.50
	A-442-----	12.00	49.50
	A-522-----	12.00	49.50
	A-552-----	12.00	49.50
	A-612-----	12.00	49.50
	A-772-----	12.00	49.50
	F-402-----	12.00	49.50
	F-442-----	12.00	49.50
	F-522-----	12.00	49.50
	F-602-----	12.00	49.50
	F-612-----	12.00	49.50
	F-772-----	12.00	49.50
1933-----	W-42-----	13.50	51.00
	W-52-----	15.00	52.50
	W-6-----	15.00	52.50
	W-7-----	15.00	52.50
	P-6-----	15.00	52.50
	P-7-----	15.00	52.50
	P-11-----	15.00	52.50
1934-----	424-----	15.00	52.50
	601-----	16.00	54.00
	701-----	16.00	54.00
	854-----	18.00	55.50

COPELAND—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1934—Con....	P-601.....	\$18.00	\$35.50
	P-711.....	12.50	37.00
	P-831.....	19.50	39.00
1935.....	655.....	12.50	35.00
	655.....	22.50	40.00
	715.....	22.50	40.00
	835.....	27.00	44.50
1939.....	T-425.....	22.50	40.00
	T-725.....	30.00	47.50
	T-825.....	34.50	52.00
1937.....	457.....	30.00	47.50
	537.....	33.00	50.50
	657.....	35.00	53.50
	737.....	42.50	73.00
	857.....	45.00	82.50
1938.....	54.....	25.00	43.50
	S-5.....	29.00	46.50
	S-6.....	43.50	81.00
	T-5-F.....	51.00	85.00
	T-6-F.....	60.00	97.50
1939.....	43-J.....	45.50	63.00
	65-J.....	51.00	67.50
	65-J.....	52.50	69.00
	75-J.....	61.50	73.00
	75-JD.....	67.00	75.00
	75-JD.....	74.00	76.00
	85-JD.....	75.00	84.00
	T-5-F.....	51.00	67.50
	T-6-F.....	60.00	76.50
	S-5.....	32.00	53.50
	S-6-F.....	32.00	53.50
	S-6.....	43.50	69.00
	S-6-F.....	43.50	69.00
1940.....	M-45.....	53.50	72.00
	M-57.....	60.00	76.50
	64-KF.....	66.00	82.50
	65-KF.....	70.50	87.00
1941.....	A-45.....	73.00	87.00
	A-65.....	83.50	93.00
	A-129.....	227.50	231.00
	AD-55.....	115.50	119.00
	AD-57.....	132.25	135.00
	AD-129.....	245.00	248.00
1942.....	BD-55.....	194.50	198.00
	A-129.....	235.50	242.00

*Models and maximum prices added by Am. 3, effective 8-6-45.

CROSLEY

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models.

Year	Model	Price "ask"	Price re- conditioned with 90-day guaranty
1932	C-35	\$10.50	\$43.00
	C-45	10.50	43.00
	C-55	10.50	43.00
1933	D-25	10.50	43.00
	D-35	10.50	43.00
	D-50	10.50	43.00
1934	EA-35	19.75	57.00
	EA-45	21.00	53.25
	EA-55	21.00	53.25
	E-45	21.00	53.00
	E-55	21.00	53.00
	E-70	21.00	61.25
1935	FR-35	24.00	61.25
	FR-55	25.25	62.00
	FR-60	25.25	62.00
	FA-25	25.25	62.00
	FA-40	25.25	62.00
	FA-50	25.25	62.00
	FA-60	31.00	69.00
	FA-70	25.00	73.50
	F-45	25.00	69.00
	F-55	25.00	69.00
	F-70	32.00	73.50
	PFA-50	25.00	69.00
	PFA-60	31.00	69.00
	PFA-70	25.00	73.50
	PF-45	25.00	69.00
	PF-55	25.00	69.00
	PF-70	32.00	73.50
1936	GAG-30	24.00	69.00
	GAG-35	24.00	72.00
	GAG-45	24.00	72.00
	GAG-50	25.00	73.50
	GAG-60	37.50	75.00
	GAG-70	40.50	73.00
	PGKQ-50	35.00	73.50
	PGKQ-60	37.50	75.00
	PGKQ-70	42.50	73.00
	PGKT-50	21.00	73.00
	PGKT-60	37.50	75.00
	PGKT-70	42.50	73.00

CROSLLEY—Continued

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1937	HB-1-30	\$39.00	\$69.65
	HB-1-31	39.00	69.65
	HB-1-36	40.50	78.00
	HB-1-41	40.50	78.00
	HB-1-50	43.50	81.00
	HB-1-60	45.00	82.50
	HB-5-36	40.50	78.00
	HB-5-71	45.00	85.50
	HL-5-43	42.00	79.50
	HL-5-50	45.00	82.50
1938	HL-5-61	52.50	90.00
	HL-5-71	57.00	94.50
	KL-5-30	48.00	69.65
	KL-5-31	49.50	83.97
	KL-5-36	51.00	88.50
	KL-5-43	52.50	90.00
	KL-5-50	54.00	91.50
	KL-5-71	55.50	93.00
	KL-5-80	58.50	96.00
	KL-5-85	61.50	99.00
1939	KL-5-90	65.00	102.50
	LA-9-30	54.00	70.50
	LA-9-40	55.50	72.00
	LA-9-50	60.00	76.50
	LA-9-60	63.00	79.50
	LB-5-45	53.50	75.00
	LB-5-55	56.00	82.50
	LB-5-65	57.50	84.00
	LB-5-80	58.50	85.50
	LB-5-85	61.50	88.50
1940	LB-5-90	63.00	90.00
	LL-5-45	61.50	78.00
	LL-5-55	63.00	80.00
	LL-5-65	65.00	82.50
	LL-5-80	67.50	85.50
	LL-5-85	69.00	87.00
	LL-5-90	71.00	89.00
	KWI-603	52.50	69.00
	LSB-5-60	82.50	99.00
	LSB-6-60	97.50	114.00
1941	LSL-5-60	79.50	96.00
	LSL-5-80	105.00	121.50
	MW-9-60	58.50	69.97
	MW-9-60-A	63.00	76.97
	MLA-9-60	70.50	83.97
	MA-9-60-S	72.00	88.50
	MA-9-80	67.50	83.97
	MA-8-80	81.00	97.50
	MA-8-80-S	78.00	94.50
	MB-9-45	67.50	84.00
1942	MB-9-55	73.50	90.00
	MB-9-60	78.00	94.50
	MB-8-70	87.00	103.50
	MB-8-80	97.50	114.00
	ML-9-45	75.00	91.50
	ML-9-55	82.50	99.00
	ML-8-70	94.50	111.00
	ML-8-80	103.50	120.00
	MSL-8-75	109.50	128.00
	A-641	84.00	87.50
1943	SS-641	89.50	93.00
	S-641	96.50	100.00
	SE-641	107.00	110.50
	DM-641	131.00	134.50
	SE-841	131.00	134.50
	DM-841	159.00	162.50
	A-642	107.50	111.00
	SS-742	115.00	118.50
	S-742	122.50	126.00
	SE-742	141.00	144.50
1944	DM-742	167.50	171.00
	SE-942	167.50	171.00
1945	DM-942	200.50	204.00
	SE-942	200.50	204.00

*Models and maximum prices added by Am. 3, effective 8-6-45.

DAYTON

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1931	4-A-2	\$10.50	\$48.00
	5-A-2	10.50	48.00
	6-A-2	10.50	48.00
	8-A-2	10.50	48.00
1932-33	4-A-2	10.50	48.00
	5-A-2	10.50	48.00
	6-A-2	10.50	48.00
	8-A-3	10.50	48.00
	2-N-4	10.50	48.00
	2-N-5	10.50	48.00
	2-N-6	10.50	48.00
	3-N-6	10.50	48.00
	3-N-8	10.50	48.00
	6301-WP	10.50	48.00

DAYTON—Continued

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1934	4-B-2	\$12.00	\$49.50
	5-B-2	13.50	51.00
	6-B-2	16.50	54.00
	7-B-2	18.00	55.50
1935	8-B-4	18.00	55.50
	2-83-F	18.00	55.50
	4-C-2	13.50	51.00
	5-C-2	13.50	51.00
	6-C-3	15.00	52.50
	7-C-4	16.50	54.00
	8-C-4	18.00	55.50
	4-S-2	16.50	54.00
	5-S-2	18.00	55.50
	6-S-4	21.00	58.50
1936	6-D-3	21.00	58.50
	7-D-4	21.00	58.50
	8-D-4	22.50	60.00
	4-E-2-U	22.50	60.00
	6-E-4-U	25.50	63.00
	7-E-6-U	28.50	66.00
	9-E-8	33.00	70.50
	6-E-4-D	28.50	66.00
	7-E-6-D	30.00	67.50
	4-H-2	27.00	64.50
1937	5-H-3	30.00	67.50
	5-H-4	30.00	67.50
	6-H-4	31.50	69.00
	6-H-5	31.50	69.00
	8-H-7	34.50	72.00
	10-H-8	45.00	82.50
	4-J	37.50	54.00
	5-J	45.00	61.50
	6-J	46.50	63.00
	5-JD	49.50	66.00
1938	6-JD	52.50	69.00
	8-JD	58.50	75.00
	10-JD	67.50	84.00
	5-JDA	51.00	67.50
	6-JDA	54.00	70.50
	8-JDA	60.00	76.50
	5-JDB	51.00	67.50
	6-JDB	54.00	70.50
	8-JDB	60.00	76.50
	10-JDC	70.50	87.00
1939	4-MP	49.50	66.00
	6-MA	55.50	72.00
	6-MAD	57.00	73.50
	6-MSD	61.50	78.00
	8-MD	67.50	84.00
	6-MSD	70.50	87.00
	8-MCS	72.00	88.50
	10-MSD	97.50	114.00
	15-KD	112.50	129.00
	20-KD	127.50	144.00

FAIRBANKS-MORSE

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1934	AL-4	\$10.50	\$48.00
	AL-5	10.50	48.00
	AL-6	12.00	49.50
	AF-5	12.00	49.50
1935	AF-6	13.50	51.00
	B-4	13.50	51.00
	B-5	13.50	51.00
	B-6	15.00	52.50
	B-6S	15.00	52.50
	B-8	16.50	54.00
	C-4A	12.00	49.50
	C-4	15.00	52.50
	C-5	15.00	52.50
	C-6S	16.50	54.00
1936	C-7	13.50	51.00
	DX-4	16.50	54.00
	DX-5	16.50	54.00
	DX-6	16.50	54.00
	D-4	19.50	57.00
	D-5	21.00	58.50
	D-6	22.50	60.00
	D-6S	22.50	60.00
	D-7	22.50	60.00
	EX-4	22.50	60.00
1937	EX-5	25.50	63.00
	EL-5	30.00	67.50
	EL-6	30.00	67.50
	EL-7	33.00	70.50
	E-4	28.50	66.00
	E-5	30.00	67.50
	E-6	30.00	67.50
	E-7	33.00	70.50

FRIGIDAIRE

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty	
1927-28	M-52	\$13.50	\$51.00	
	M-5	13.50	51.00	
	M-7	15.00	52.50	
	M-9	15.00	52.50	
	M-12	24.00	61.50	
	M-15	37.50	75.00	
	V-4E	13.50	51.00	
	V-4P	13.50	51.00	
	V-5E	13.50	51.00	
	V-5P	13.50	51.00	
1929	D-4	16.50	54.00	
	D-5	19.50	57.00	
	D-6	19.50	57.00	
	D-7-2	19.50	57.00	
	D-9	27.00	64.50	
	D-12	37.50	75.00	
	AP-4	16.50	54.00	
	AP-5	19.50	57.00	
	AP-6	19.50	57.00	
	AP-7-1	22.50	60.00	
	AP-7-2	22.50	60.00	
	AP-9	27.00	64.50	
	AP-12	37.50	75.00	
	AP-18	61.50	99.00	
	1930	G-3	15.00	52.50
		G-4	15.00	52.50
		G-5	18.00	55.50
		G-6	21.00	58.50
		MC-9	22.50	60.00
		MC-12	37.50	75.00
1931-32		ML-4	22.50	60.00
		ML-5	24.00	61.50
		ML-6	28.50	66.00
		S-4	22.50	60.00
	S-5	21.00	61.50	
	S-6	23.50	65.00	
	W-3	22.50	60.00	
	W-4	21.00	61.50	
	W-5	25.50	63.00	
	W-6	23.50	65.00	
	W-8	33.00	70.50	
	W-10	42.00	79.50	
	W-12	60.00	97.50	
	W-18	82.50	120.00	
	WP-4	24.00	61.50	
	WP-5	25.50	63.00	
	WP-6	23.50	65.00	
	WP-7	30.00	67.50	
	WP-8	33.00	70.50	
	WP-10	42.00	79.50	
WP-13	60.00	97.50		
WP-18	82.50	120.00		
1933	Std-43	13.50	51.00	
	Std-63	15.00	52.50	
	SL-43	31.50	69.00	
	SL-63	36.00	73.50	
	SL-73	37.50	75.00	
	Sup-43	33.00	70.50	
	Sup-63	39.00	76.50	
	Sup-73	42.00	79.50	
	Sup-93	62.50	90.00	
	Sup-123	67.50	103.00	
1934	Sup-153	82.50	120.00	
	WP-18	82.50	120.00	
	Std-434	13.50	51.00	
	Std-534	15.00	52.50	
	Std-634	16.50	54.00	
	M-434	36.00	73.50	
	M-634	40.50	78.00	
	M-834	48.00	85.50	
	Sup-434	40.50	78.00	
	Sup-634	48.00	85.50	
1935	Sup-734	52.50	90.00	
	Sup-934	61.50	99.00	
	Sup-1234	76.50	114.00	
	Sup-1534	99.00	130.50	
	Del-1234	82.50	120.00	
	Del-1534	105.00	142.50	
	WP-1834	112.50	160.00	
	Std-435	19.50	57.00	
	Std-635	22.50	60.00	
	Std-835	25.50	63.00	
1936	M-435	40.50	78.00	
	M-535	46.50	84.00	
	M-635	49.50	87.00	
	M-835	58.50	96.00	
	Sup-335	54.00	91.50	
	Sup-935	58.50	96.00	
	Sup-735	64.50	102.00	
	Sup-933	72.00	109.50	
	Sup-1235	87.00	124.50	
	Sup-1635	109.50	147.00	

FRIGIDAIRE—Continued

Year	Model	Price "as is"	Price re-conditioned with 60-day guaranty
1936—Con.	M-7-36	\$67.50	\$105.00
	Sup-4-36	62.00	97.00
	Sup-5-36	67.50	105.00
	Sup-6-36	73.50	111.00
	Sup-7-36	79.50	117.00
	Sup-8-36	85.50	123.00
	WP-12-36	111.00	148.50
	WP-15-36	132.00	169.50
	Premier	112.50	150.00
	Imperial	132.00	169.50
1937	D-3-37	52.50	80.15
	DRS-5-37	64.50	102.00
	DRS-6-37	67.50	105.00
	DRS-7-37	73.50	112.50
	M-4-37	61.50	97.65
	M-5-37	69.00	106.50
	M-6-37	73.50	111.00
	M-7-37	79.50	117.00
	M-8-37	80.00	127.50
	Del-5-37	70.50	117.00
1938	Del-6-37	91.50	129.00
	Del-7-37	92.00	130.50
	Del-8-37	105.00	142.50
	Imp-37	150.00	187.50
	D-3	61.50	83.65
	Sp-5-38	70.50	108.00
	Sp-6-38	73.50	111.00
	Sp-7-38	79.50	117.00
	M-4-38	70.50	101.15
	M-5-38	79.50	117.00
1939	M-6-38	85.50	123.00
	M-7-38	93.00	130.50
	M-8-38	103.50	141.00
	Del-5-38	93.00	130.50
	Del-6-38	103.50	141.00
	Del-7-38	112.50	150.00
	Del-8-38	118.50	156.00
	Imp	172.50	210.00
	TDA-3	67.50	84.63
	SupV-6-39	79.50	96.00
1940	DA-3	67.50	83.65
	DA-4	73.50	90.00
	Sp-5-39	79.50	96.00
	Sp-6-39	84.00	103.50
	M-4-39	79.50	96.00
	M-5-39	91.50	108.00
	M-6-39	97.50	114.00
	M-8-39	117.00	133.50
	CW-5-39	115.50	132.00
	CW-6-39	124.50	141.00
1941*	CW-8-39	145.50	162.00
	CWI-6-39	130.50	147.00
	CWI-8-39	150.00	166.50
	CWI	202.50	219.00
	WP-19	277.50	294.00
	TDB-3	73.50	90.00
	SV-3	73.50	82.60
	SV-4	79.50	82.60
	SV-5	75.43	78.93
	SV-6-40	85.75	82.25
1942*	SVE-6-40	89.25	92.75
	SVE-6-40	103.50	110.25
	SV-8-40	106.50	116.75
	SVE-8-40	108.00	119.75
	M-5-40	89.75	103.25
	M-6-40	106.75	119.25
	M-8-40	132.00	137.50
	D-5-40	105.00	120.40
	D-6-40	112.50	129.00
	CWM-5-40	113.40	116.90
1943	CWM-6-40	123.50	127.40
	CWD-6-40	141.00	148.40
	CWD-8-40	153.00	163.00
	CWI-6-40	154.50	163.55
	CWI-8-40	165.00	181.50
	CWI-13	247.50	264.00
	S-3	84.00	87.50
	SV-3	84.00	87.50
	S-4	84.00	87.50
	R-6-41	85.00	89.50
	S-6-41	89.50	93.00
1944	LS-6-41	89.50	93.00
	L-6-41	93.50	102.00
	LP-6-41	112.50	116.00
	L-8-41	117.50	121.00
	M-6-41	109.00	112.50
	MP-6-41	123.00	126.50
	C-6-41	128.50	130.00
	CP-6-41	145.50	149.00
	C-9-41	147.50	151.00
	CD-6-41	152.50	156.00
1945	CPD-6-41	168.50	170.00
	CPD-9-41	187.70	191.00
	CPD-13	294.50	298.00
	AH-4	92.00	95.50
	AH-6	94.50	98.00
	S-7-42	88.50	102.00
	M-7-42	108.00	111.50
	MP-7-42	123.50	127.00
	D-7-42	118.50	123.00
	DF-7-42	135.00	138.50
1946	D-9-42	150.00	153.50
	DF-9-42	165.50	169.00

No. 152—3

FRIGIDAIRE—Continued

Year	Model	Price "as is"	Price re-conditioned with 60-day guaranty
1942*—Con.	CD-7-42	\$107.00	\$170.00
	CPD-7-42	152.00	153.00
	CD-9-42	153.00	173.00
	CPD-9-42	235.00	253.00
	CPD-13	322.00	323.00
*Models and maximum prices added by Am. 3, effective 8-6-42.			
GENERAL ELECTRIC			
If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models			
Year	Model	Price "as is"	Price re-conditioned with 60-day guaranty
1923	S-3	\$12.00	\$40.50
	S-5	12.00	40.50
	P-4	12.00	40.50
	P-5	13.50	41.00
	P-7	13.50	41.00
	R-5	13.50	41.00
	RT-5	13.50	41.00
	RT-7	13.50	41.00
	RS-5	13.50	41.00
	RL-25	13.50	41.00
1929	PL-25	13.50	41.00
	PL-13	19.50	57.00
	PL-17	23.50	63.00
	DX-75	13.50	41.00
	DX-10	13.50	41.00
	DX-14	19.50	57.00
	DX-18	27.00	64.50
	P-4	12.00	40.50
	P-5	13.50	41.00
	P-7	13.50	41.00
1930	G-35	16.50	54.00
	G-40	16.50	54.00
	G-55	19.50	57.00
	G-75	19.50	57.00
	G-100	27.00	64.50
	G-135	33.00	67.50
	G-175	40.50	78.00
	PL-25	13.50	41.00
	PL-13	19.50	57.00
	PL-17	23.50	63.00
1931	RT-5	13.50	41.00
	RT-7	13.50	41.00
	R-5	13.50	41.00
	RL-25	13.50	41.00
	DX-75	13.50	41.00
	DX-10	13.50	41.00
	DX-14	19.50	57.00
	DX-18	27.00	64.50
	G-35	16.50	54.00
	G-40	16.50	54.00
1932	G-55	19.50	57.00
	G-75	19.50	57.00
	G-100	27.00	64.50
	G-135	33.00	67.50
	S-12	16.50	54.00
	S-100	27.00	64.50
	S-140	33.00	70.50
	S-180	40.50	82.00
	P-4	12.00	40.50
	P-5	13.50	41.00
1933	P-7	13.50	41.00
	PS-25	13.50	41.00
	PS-13	22.00	62.50
	S-12	16.50	54.00
	S-100	27.00	64.50
	S-140	33.00	70.50
	S-180	40.50	82.00
	SS-42	18.50	55.00
	SS-62	22.50	60.00
	SS-82	27.00	64.50
1934	SS-100	31.50	70.00
	SS-140	37.50	75.00
	SS-180	42.50	80.00
	PS-5	23.50	63.00
	PS-0	27.00	64.50
	PS-7	23.50	63.00
	PS-0	31.50	70.00
	PS-13	31.00	67.50
	PS-17	42.50	80.00
	SS-42	18.50	55.00
1935	SS-44	18.00	53.50
	SS-63	22.00	60.00
	SS-67	24.00	61.50
	SS-85	23.00	63.00
	SS-107	34.00	72.00
	SS-12	18.50	55.00
	SS-14	22.50	60.00
	SS-16	27.00	64.50
	SS-18	31.50	70.00
	SS-20	36.00	75.00
1936	SS-22	40.50	80.00
	SS-24	45.00	85.00
	SS-26	49.50	89.50
	SS-28	54.00	94.00
	SS-30	58.50	98.50
	SS-32	63.00	103.00
	SS-34	67.50	107.50
	SS-36	72.00	112.00
	SS-38	76.50	116.50
	SS-40	81.00	121.00
1937	SS-42	85.50	125.50
	SS-44	90.00	130.00
	SS-46	94.50	134.50
	SS-48	99.00	139.00
	SS-50	103.50	143.50
	SS-52	108.00	148.00
	SS-54	112.50	152.50
	SS-56	117.00	157.00
	SS-58	121.50	161.50
	SS-60	126.00	166.00
1938	SS-62	130.50	170.50
	SS-64	135.00	175.00
	SS-66	139.50	179.50
	SS-68	144.00	184.00
	SS-70	148.50	188.50
	SS-72	153.00	193.00
	SS-74	157.50	197.50
	SS-76	162.00	202.00
	SS-78	166.50	206.50
	SS-80	171.00	211.00
1939	SS-82	175.50	215.50
	SS-84	180.00	220.00
	SS-86	184.50	224.50
	SS-88	189.00	229.00
	SS-90	193.50	233.50
	SS-92	198.00	238.00
	SS-94	202.50	242.50
	SS-96	207.00	247.00
	SS-98	211.50	251.50
	SS-100	216.00	256.00
1940	SS-102	220.50	260.50
	SS-104	225.00	265.00
	SS-106	229.50	269.50
	SS-108	234.00	274.00
	SS-110	238.50	278.50
	SS-112	243.00	283.00
	SS-114	247.50	287.50
	SS-116	252.00	292.00
	SS-118	256.50	296.50
	SS-120	261.00	301.00
1941	SS-122	265.50	305.50
	SS-124	270.00	310.00
	SS-126	274.50	314.50
	SS-128	279.00	319.00
	SS-130	283.50	323.50
	SS-132	288.00	328.00
	SS-134	292.50	332.50
	SS-136	297.00	337.00
	SS-138	301.50	341.50
	SS-140	306.00	346.00
1942	SS-142	310.50	350.50
	SS-144	315.00	355.00
	SS-146	319.50	359.50
	SS-148	324.00	364.00
	SS-150	328.50	368.50
	SS-152	333.00	373.00
	SS-154	337.50	377.50
	SS-156	342.00	382.00
	SS-158	346.50	386.50
	SS-160	351.00	391.00

GENERAL ELECTRIC—Continued

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1038	JB-5-38	\$70.50	\$108.00
	JB-6-38	73.50	111.00
	JB-7-38	79.50	117.00
	B-3-38	60.00	85.75
	B-4-38	70.50	101.15
	B-5-38	79.50	117.60
	B-6-38	85.50	123.00
	B-7-38	130.00	130.50
	B-8-38	106.50	144.00
	PB-5-38	91.50	129.00
	PB-6-38	103.50	141.00
	PB-8-38	118.50	156.00
	PB-12-38	165.00	202.50
	PB-16-38	195.00	232.50
1039	LB-6-39	79.50	96.00
	BY-4-39	73.50	90.00
	JB-3-39	67.50	84.00
	JB-4-39	73.50	90.00
	JB-5-39	79.50	96.00
	JB-6-39	82.50	99.00
	B-3-39	67.50	84.00
	B-5-39	91.50	108.00
	B-6-39	100.50	117.00
	B-8-39	120.00	136.50
	PB-5-39	114.00	130.50
	PB-6-39	124.50	141.00
	PB-8-39	147.00	163.50
	PB-12-39	187.50	204.00
	PB-16-39	217.50	234.00
1040	B-3	73.50	85.75
	BY-4	94.50	100.45
	JB-5-40	91.70	95.20
	JB-6-40	109.50	114.80
	LB-6-40	76.83	80.33
	LB-3-40	75.00	85.75
	LB-4-40	82.50	87.15
	LB-6-40	90.83	94.33
	LB-8-40	115.60	125.65
	LBH-6-40	101.15	104.65
	LBH-8-40	121.50	129.15
	B-5-40	120.00	132.83
	BH-6-40	123.00	132.83
	B-6-40	132.00	146.83
	B-8-40	145.50	162.00
	PLB-6-40	114.63	118.13
	PB-5-40	142.50	150.33
	PB-6-40	154.50	164.33
	PB-8-40	165.00	181.50
	PB-12-40	232.50	249.00
	PB-16-40	307.50	324.00
1041*	B-3	91.50	95.00
	LB-3	86.50	90.00
	LB-4	86.50	90.00
	BY-4	100.50	104.00
	LB-6-41	91.50	95.00
	LBX-6-41	96.50	100.00
	JB-6-41 B	107.00	110.50
	PJB-6-41	121.00	124.50
	B-6-41	143.50	147.00
	PB-6-41	161.50	165.00
	BH-7-41	134.50	138.00
	B-7-41	152.00	155.50
	PB-7-41	168.50	170.00
	JB-8-41	128.00	131.50
	B-8-41	163.00	169.50
	PB-8-41	180.00	183.50
	PB-12-B	308.00	311.50
	PB-16-B	350.00	353.50
1042*	LB-4-42	95.50	99.00
	LB-6-42	95.00	98.50
	LB-7-42	114.50	118.00
	LBX-7-42	125.50	129.00
	JB-7-42	137.00	140.50
	FJB-7-42	152.00	155.50
	B-7-42	167.50	171.00
	B-8-42	182.50	186.00
	PB-8-42	197.50	201.00
	PB-12-42	339.00	341.50
	PB-16-42	394.00	397.50

*Models and maximum prices added by Am. 3, effective 8-6-45.

GIBSON

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1931	All models	\$10.50	\$48.00
1932	All models	15.50	53.00
1933	All models	21.50	59.00
1934	All models	23.50	64.00
1935	B-4	30.50	68.00
	I-575	30.50	68.00
	I-705	30.50	68.00
	I-835	30.50	68.00

GIBSON—Continued

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1935—Con	P-575	\$30.50	\$68.00
	P-705	30.50	68.00
	P-835	30.50	68.00
1936	S-46	36.50	74.00
	S-66	42.50	80.00
	S-86	46.50	84.00
	GA-726	42.50	80.00
	CB-596	46.50	84.00
	CB-696	48.50	86.00
	CB-796	50.50	88.00
	SD-646	46.50	84.00
	PCB-696	48.50	86.00
	PCB-796	52.50	90.00
1937	S-47	45.50	83.00
	S-57	51.50	89.00
	S-67	53.50	91.00
	S-77	55.50	93.00
	CB-587	55.50	93.00
	CB-697	60.00	97.50
	CB-797	64.00	101.50
	CB-867	66.00	103.50
	PCB-587	60.00	97.50
	PCB-697	57.50	95.00
	PCB-797	66.00	103.50
	PCB-867	66.00	103.50
1938	S-48	57.50	95.00
	S-58	59.50	97.00
	S-68	62.00	99.50
	S-78	64.00	101.50
	S-838	62.00	99.50
	CB-588	66.00	103.50
	CB-698	70.50	108.00
	CB-798	75.00	112.50
	CB-868	77.00	114.50
	PCB-588	75.00	112.50
	PCB-698	81.50	119.00
	PCB-798	85.50	123.00
	PCB-868	90.00	127.50
1039	C-69	70.97	73.47
	CU-69	73.00	87.47
	CF-69	75.00	91.50
	D-39	66.00	80.47
	D-49	68.50	85.00
	D-59	73.00	89.50
	D-69	75.00	91.50
	D-79	77.50	94.00
	E-589	77.50	94.00
	E-699	79.50	96.00
	E-799	86.50	103.00
	PE-699	91.00	107.50
1940	C-630	59.47	62.97
	CU-630	68.47	69.97
	CF-630	95.00	111.50
	A-330	73.47	76.97
	A-470	87.47	90.97
	E-550	97.50	111.97
	E-640	106.50	123.00
	E-700	123.00	139.50
	F-680	144.50	158.00
1941*	A-331	77.00	80.50
	A-471	91.00	94.50
	C-631	68.50	72.00
	CU-631	84.00	87.50
	CUB-631	98.00	101.50
	F-671	98.00	101.50
	F-672	105.00	108.50
	F-691	155.50	159.00
	SF-691	147.00	150.50
	SF-701	161.00	164.50
1942*	CU-623 (stripped)	105.00	108.50
	CU-632 (extras)	112.50	116.00
	F-662	131.50	135.00
	F-682	151.50	154.00
	F-782	165.50	169.00
	SF-782	195.00	198.50

*Models and maximum prices added by Am. 3, effective 8-6-45.

HOT POINT

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1933	HP4A	\$12.00	\$49.50
	HP4B	12.00	49.50
	HP4C	12.00	49.50
	HP5A	12.00	49.50
	HP7A	12.00	49.50
1934	PF4	27.00	64.50
	PF5	31.50	69.00
	PF6	33.00	70.50
1935	A4	37.50	75.00

HOT POINT—Continued

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1035—Con	A5	\$12.00	\$79.50
	A7	40.50	84.00
	AP5	42.00	79.50
	AP7	46.00	84.00
	AP12	82.50	120.00
	AP15	102.00	139.50
1036	AV43	43.50	81.00
	AV52	46.50	84.00
	AV70	52.50	90.00
	A4	37.50	75.00
	A5	42.00	79.50
	A7	46.00	84.00
	AP5	42.00	79.50
	AP7	46.00	84.00
	AP12	82.50	120.00
	AP15	102.00	139.50
1037	120EB31	48.00	74.20
	120EB51	61.50	99.00
	120EB61	64.50	102.00
	120EB77	70.50	109.00
	120EC41	67.00	89.95
	120EC51	60.00	103.50
	120EC61	69.00	109.50
	120EC71	70.70	114.00
	120EC81	87.00	121.50
	110ED61	87.00	124.50
	110ED81	102.00	139.50
	110ED121	135.00	172.50
	110ED151	165.00	202.50
1038	120EB32	65.50	82.25
	120EB52	67.50	105.00
	120EB62	70.50	108.00
	120EB72	76.50	111.00
	120EC42	67.50	97.65
	120EC52	75.00	112.50
	120EC62	82.50	120.00
	120EC72	83.50	125.00
	120EC82	102.00	139.50
	110ED52	87.00	124.50
	110ED62	100.50	135.00
	110ED82	115.50	163.00
	110ED122	157.50	195.00
	110ED162	195.00	232.50
1039	120EA63	76.50	93.00
	220EB33	63.00	79.50
	120EB33	79.50	96.00
	120EB43	73.50	90.00
	120EB53	82.50	99.00
	120EB63	85.50	103.00
	120EC53	91.50	103.00
	120EC63	100.50	117.00
	120EC83	124.50	144.00
	110ED63	121.50	138.00
	110ED83	142.50	169.00
	110ED122	167.50	174.00
	110ED162	195.00	211.00
1940	120EA3-40	69.00	85.50
	120EA4-40	78.00	87.15
	320EA63	76.83	80.33
	220EA6-40	90.83	94.33
	220EA8-40	111.00	123.00
	120EB3-40	69.00	85.50
	120EB5-40	91.50	108.33
	220EB6-40	109.50	116.33
	120EC5-40	115.50	132.00
	320EC6-40	118.50	132.83
	220EC6-40	127.50	144.00
	220EC8-40	142.50	160.00
	110ED6-40	141.00	167.50
	110ED8-40	165.00	181.50
	110ED140	232.50	249.00
	110ED210	307.50	324.00
1941*	EA-3	80.50	90.00
	EA-4	80.50	90.00
	EA-6	80.00	89.50
	EAS-6	90.50	100.00
	EB-3	91.50	95.00
	EB-6	107.00	110.50
	EB-7	134.50	138.00
	EB-8	127.50	131.00
	EBP-6	121.00	124.50
	EC-6	121.00	124.50
	EC-7	162.00	165.50
	EC-8	166.00	169.50
	ED-6	134.50	139.00
	ED-7	169.00	169.50
	ED-8	180.00	183.50
	ED-12	308.00	311.50
	ED-16	350.00	353.50
1942*	EA 63-42	95.00	98.50
	EA-7-42	114.50	118.00
	EAS-7-42	125.50	129.00
	EB-7-42	137.00	140.50
	EBP-7-42	152.00	155.50
	EC-7-42	167.00	170.50
	EC-8-42	182.00	185.50
	ED-8-42	197.50	201.00
	ED-12-42	338.00	341.50
	ED-16-42	394.00	397.50

*Models and maximum prices added by Am. 3, effective 8-6-45.

LEONARD—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1935—Con.	SL721	\$48.00	\$35.50
	PD588	51.00	38.50
	PD704	55.50	43.00
	PD890	64.50	52.00
	PD1059	73.50	61.00
	SP525	52.50	40.00
	SP600	55.50	43.00
1936	LS6-36	48.00	35.50
	LS6-36	52.50	40.00
	LS6-36	54.50	42.00
	LS6-36	55.50	43.00
	LS6-36	56.50	44.00
	LS6-36	57.50	45.00
	LS6-36	58.50	46.00
	LS6-36	59.50	47.00
	LS6-36	60.00	47.50
	LS6-36	60.50	48.00
	LS6-36	61.00	48.50
	LS6-36	61.50	49.00
	LS6-36	62.00	49.50
	LS6-36	62.50	50.00
	LS6-36	63.00	50.50
	LS6-36	63.50	51.00
	LS6-36	64.00	51.50
	LS6-36	64.50	52.00
	LS6-36	65.00	52.50
	LS6-36	65.50	53.00
	LS6-36	66.00	53.50
	LS6-36	66.50	54.00
	LS6-36	67.00	54.50
	LS6-36	67.50	55.00
	LS6-36	68.00	55.50
	LS6-36	68.50	56.00
	LS6-36	69.00	56.50
	LS6-36	69.50	57.00
	LS6-36	70.00	57.50
	LS6-36	70.50	58.00
	LS6-36	71.00	58.50
	LS6-36	71.50	59.00
	LS6-36	72.00	59.50
	LS6-36	72.50	60.00
	LS6-36	73.00	60.50
	LS6-36	73.50	61.00
	LS6-36	74.00	61.50
	LS6-36	74.50	62.00
	LS6-36	75.00	62.50
	LS6-36	75.50	63.00
	LS6-36	76.00	63.50
	LS6-36	76.50	64.00
	LS6-36	77.00	64.50
	LS6-36	77.50	65.00
	LS6-36	78.00	65.50
	LS6-36	78.50	66.00
	LS6-36	79.00	66.50
	LS6-36	79.50	67.00
	LS6-36	80.00	67.50
	LS6-36	80.50	68.00
	LS6-36	81.00	68.50
	LS6-36	81.50	69.00
	LS6-36	82.00	69.50
	LS6-36	82.50	70.00
	LS6-36	83.00	70.50
	LS6-36	83.50	71.00
	LS6-36	84.00	71.50
	LS6-36	84.50	72.00
	LS6-36	85.00	72.50
	LS6-36	85.50	73.00
	LS6-36	86.00	73.50
	LS6-36	86.50	74.00
	LS6-36	87.00	74.50
	LS6-36	87.50	75.00
	LS6-36	88.00	75.50
	LS6-36	88.50	76.00
	LS6-36	89.00	76.50
	LS6-36	89.50	77.00
	LS6-36	90.00	77.50
	LS6-36	90.50	78.00
	LS6-36	91.00	78.50
	LS6-36	91.50	79.00
	LS6-36	92.00	79.50
	LS6-36	92.50	80.00
	LS6-36	93.00	80.50
	LS6-36	93.50	81.00
	LS6-36	94.00	81.50
	LS6-36	94.50	82.00
	LS6-36	95.00	82.50
	LS6-36	95.50	83.00
	LS6-36	96.00	83.50
	LS6-36	96.50	84.00
	LS6-36	97.00	84.50
	LS6-36	97.50	85.00
	LS6-36	98.00	85.50
	LS6-36	98.50	86.00
	LS6-36	99.00	86.50
	LS6-36	99.50	87.00
	LS6-36	100.00	87.50
	LS6-36	100.50	88.00
	LS6-36	101.00	88.50
	LS6-36	101.50	89.00
	LS6-36	102.00	89.50
	LS6-36	102.50	90.00
	LS6-36	103.00	90.50
	LS6-36	103.50	91.00
	LS6-36	104.00	91.50
	LS6-36	104.50	92.00
	LS6-36	105.00	92.50
	LS6-36	105.50	93.00
	LS6-36	106.00	93.50
	LS6-36	106.50	94.00
	LS6-36	107.00	94.50
	LS6-36	107.50	95.00
	LS6-36	108.00	95.50
	LS6-36	108.50	96.00
	LS6-36	109.00	96.50
	LS6-36	109.50	97.00
	LS6-36	110.00	97.50
	LS6-36	110.50	98.00
	LS6-36	111.00	98.50
	LS6-36	111.50	99.00
	LS6-36	112.00	99.50
	LS6-36	112.50	100.00
	LS6-36	113.00	100.50
	LS6-36	113.50	101.00
	LS6-36	114.00	101.50
	LS6-36	114.50	102.00
	LS6-36	115.00	102.50
	LS6-36	115.50	103.00
	LS6-36	116.00	103.50
	LS6-36	116.50	104.00
	LS6-36	117.00	104.50
	LS6-36	117.50	105.00
	LS6-36	118.00	105.50
	LS6-36	118.50	106.00
	LS6-36	119.00	106.50
	LS6-36	119.50	107.00
	LS6-36	120.00	107.50
	LS6-36	120.50	108.00
	LS6-36	121.00	108.50
	LS6-36	121.50	109.00
	LS6-36	122.00	109.50
	LS6-36	122.50	110.00
	LS6-36	123.00	110.50
	LS6-36	123.50	111.00
	LS6-36	124.00	111.50
	LS6-36	124.50	112.00
	LS6-36	125.00	112.50
	LS6-36	125.50	113.00
	LS6-36	126.00	113.50
	LS6-36	126.50	114.00
	LS6-36	127.00	114.50
	LS6-36	127.50	115.00
	LS6-36	128.00	115.50
	LS6-36	128.50	116.00
	LS6-36	129.00	116.50
	LS6-36	129.50	117.00
	LS6-36	130.00	117.50
	LS6-36	130.50	118.00
	LS6-36	131.00	118.50
	LS6-36	131.50	119.00
	LS6-36	132.00	119.50
	LS6-36	132.50	120.00
	LS6-36	133.00	120.50
	LS6-36	133.50	121.00
	LS6-36	134.00	121.50
	LS6-36	134.50	122.00
	LS6-36	135.00	122.50
	LS6-36	135.50	123.00
	LS6-36	136.00	123.50
	LS6-36	136.50	124.00
	LS6-36	137.00	124.50
	LS6-36	137.50	125.00
	LS6-36	138.00	125.50
	LS6-36	138.50	126.00
	LS6-36	139.00	126.50
	LS6-36	139.50	127.00
	LS6-36	140.00	127.50
	LS6-36	140.50	128.00
	LS6-36	141.00	128.50
	LS6-36	141.50	129.00
	LS6-36	142.00	129.50
	LS6-36	142.50	130.00
	LS6-36	143.00	130.50
	LS6-36	143.50	131.00
	LS6-36	144.00	131.50
	LS6-36	144.50	132.00
	LS6-36	145.00	132.50
	LS6-36	145.50	133.00
	LS6-36	146.00	133.50
	LS6-36	146.50	134.00
	LS6-36	147.00	134.50
	LS6-36	147.50	135.00
	LS6-36	148.00	135.50
	LS6-36	148.50	136.00
	LS6-36	149.00	136.50
	LS6-36	149.50	137.00
	LS6-36	150.00	137.50
	LS6-36	150.50	138.00
	LS6-36	151.00	138.50
	LS6-36	151.50	139.00
	LS6-36	152.00	139.50
	LS6-36	152.50	140.00
	LS6-36	153.00	140.50
	LS6-36	153.50	141.00
	LS6-36	154.00	141.50
	LS6-36	154.50	142.00
	LS6-36	155.00	142.50
	LS6-36	155.50	143.00
	LS6-36	156.00	143.50
	LS6-36	156.50	144.00
	LS6-36	157.00	144.50
	LS6-36	157.50	145.00
	LS6-36	158.00	145.50
	LS6-36	158.50	146.00
	LS6-36	159.00	146.50
	LS6-36	159.50	147.00
	LS6-36	160.00	147.50
	LS6-36	160.50	148.00
	LS6-36	161.00	148.50
	LS6-36	161.50	149.00
	LS6-36	162.00	149.50
	LS6-36	162.50	150.00
	LS6-36	163.00	150.50
	LS6-36	163.50	151.00
	LS6-36	164.00	151.50
	LS6-36	164.50	152.00
	LS6-36	165.00	152.50
	LS6-36	165.50	153.00
	LS6-36	166.00	153.50
	LS6-36	166.50	154.00
	LS6-36	167.00	154.50
	LS6-36	167.50	155.00
	LS6-36	168.00	155.50
	LS6-36	168.50	156.00
	LS6-36	169.00	156.50
	LS6-36	169.50	157.00
	LS6-36	170.00	157.50
	LS6-36	170.50	158.00
	LS6-36	171.00	158.50
	LS6-36	171.50	159.00
	LS6-36	172.00	159.50
	LS6-36	172.50	160.00
	LS6-36	173.00	160.50
	LS6-36	173.50	161.00
	LS6-36	174.00	161.50
	LS6-36	174.50	162.00
	LS6-36	175.00	162.50
	LS6-36	175.50	163.00
	LS6-36	176.00	163.50
	LS6-36	176.50	164.00
	LS6-36	177.00	164.50
	LS6-36	177.50	165.00
	LS6-36	178.00	165.50
	LS6-36	178.50	166.00
	LS6-36	179.00	166.50
	LS6-36	179.50	167.00
	LS6-36	180.00	167.50
	LS6-36	180.50	168.00
	LS6-36	181.00	168.50
	LS6-36	181.50	169.00
	LS6-36	182.00	169.50
	LS6-36	182.50	170.00
	LS6-36	183.00	170.50
	LS6-36	183.50	171.00
	LS6-36	184.00	171.50
	LS6-36	184.50	172.00
	LS6-36	185.00	172.50
	LS6-36	185.50	173.00
	LS6-36	186.00	173.50
	LS6-36	186.50	174.00
	LS6-36	187.00	174.50
	LS6-36	187.50	175.00
	LS6-36	188.00	175.50
	LS6-36	188.50	176.00
	LS6-36	189.00	176.50
	LS6-36	189.50	177.00
	LS6-36	190.00	177.50
	LS6-36	190.50	178.00
	LS6-36	191.00	178.50
	LS6-36	191.50	179.00
	LS6-36	192.00	179.50
	LS6-36	192.50	180.00
	LS6-36	193.00	180.50
	LS6-36	193.50	181.00
	LS6-36	194.00	181.50
	LS6-36	194.50	182.00
	LS6-36	195.00	182.50
	LS6-36	195.50	183.00
	LS6-36	196.00	183.50
	LS6-36	196.50	184.00
	LS6-36	197.00	184.50
	LS6-36	197.50	185.00
	LS6-36	198.00	185.50
	LS6-36	198.50	186.00
	LS6-36	199.00	186.50
	LS6-36	199.50	187.00

NORGE—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1937—Con.	P61-37	\$91.50	\$123.00
	P72-37	99.00	138.00
	P81-37	105.00	142.00
	LTP81-37	120.00	157.00
	LTP122-37	150.00	187.00
1938	A31-8	61.50	83.97
	S32-8	70.50	103.00
	S32-8	73.50	111.00
	S71-8	79.50	117.00
	B32-8	61.50	83.97
	R41-8	67.50	101.47
	R51-8	78.00	115.50
	R61-8	85.00	123.00
	R71-8	92.00	130.50
	R81-8	103.50	141.00
	R130-8	172.50	210.00
	P42-8	79.50	117.00
	P51-8	93.00	130.50
	P61-8	103.50	141.00
	P71-8	112.50	150.00
	P81-8	118.50	156.00
	LTP81-8	135.00	172.50
	LTP122-8	180.00	217.50
1939	G3	67.50	84.00
	G4	73.50	90.00
	G5	79.50	95.00
	G6	84.00	103.50
	GO4	73.50	90.00
	GO5	79.50	96.00
	GO6	84.00	103.50
	MH5	91.50	103.00
	MH6	97.50	114.00
	M5	91.50	103.00
	M6	97.50	114.00
	M8	117.00	133.50
	SN5	94.50	111.00
	SN6	100.50	117.00
	SN8	118.50	135.00
	MHP5	115.50	132.00
	MHP6	130.50	147.00
	S5	115.50	132.00
	S6	130.50	147.00
	S8	150.00	165.50
	P6	76.50	93.00
	PO6	79.50	96.00
1940	AR6	76.97	80.47
	ARH6	76.97	80.47
	AR6A	76.97	80.47
	VR3S	73.50	83.97
	VR3	73.50	83.97
	VR4	82.50	87.47
	VR6	94.47	97.97
	VR6A	97.47	97.97
	VR6B	100.50	104.97
	VR6P	105.00	118.97
	VR6AP	112.50	125.97
	VR6PF	112.50	125.97
	MRSS	114.00	123.97
	MR5	102.00	111.65
	MR5A	102.00	111.65
	MR6	112.50	125.97
	MR6A	112.50	125.97
	DR5	123.00	132.97
	DR6	141.00	146.97
	DR8	153.00	163.50
	SR5	135.00	150.47
	SR6	154.50	167.97
	SR8	165.00	181.50
1941*	D-621	91.00	94.50
	D-622	98.00	101.50
	D-901	123.00	123.50
	DF-901	126.00	123.50
	M-623	105.00	103.50
	M-631	122.50	128.00
	M-632	133.00	135.50
	M-902	143.50	147.00
	S-633	143.50	147.00
	S-903	164.50	168.00
	M-624-P	119.00	122.50
	M-634-P	136.50	140.00
	S-634-P	157.50	161.00
	S-834-P	189.00	192.50
1942*	M-642	113.00	116.50
	M-742	150.00	153.50
	M-942	150.00	153.50
	S-642	128.00	131.50
	S-942	180.00	183.50
	S-742	169.00	172.50
	S-742-P	184.00	187.50

*Models and maximum prices added by Am. 3, effective 8-6-45.

PHILCO

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1939	KX-4	\$52.00	\$52.00
	KX-5	57.00	73.50
	KC-5	63.00	79.50
	KC-6	63.00	82.50
	KC-7	67.50	84.00
	K-5	63.00	79.50
	K-6	63.00	82.50
	K-7	67.50	84.00
1940	LS-4	61.50	73.00
	LN-6	58.00	73.00
	LS-6	72.00	84.50
	LC-5	70.50	83.00
	LT-6	82.50	99.00
	LC-6	84.00	100.50
	LT-8	99.00	113.50
	LF-6	97.50	114.00
	L-6	100.50	117.00
	LF-8	105.00	121.50
	LH-6	102.00	118.50
	LH-8	105.00	121.50
1941*	MT-6	83.00	89.50
	MR-6	83.00	89.50
	MS-6	103.50	107.00
	MT-6	114.00	117.50
	MR-6	121.00	121.50
	MA-7	133.50	142.00
	MAH-7	129.50	133.00
	MR-9	131.50	135.00
	MAH-9	187.50	191.00
1942*	SMR-6	105.00	112.00
	RR-7	122.50	123.00
	R-7	133.00	137.00
	RR-7	148.00	151.50
	RCH-7	162.00	172.50
	RAH-7	153.00	167.00
	RR-9	153.00	157.00
	RAH-9	216.00	220.00

*Models and maximum prices added by Am. 3, effective 8-6-45.

SERVEL ELECTROLUX

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1933	ED-39	\$34.00	\$72.00
	ED-39	37.00	75.00
	ED-39	43.00	81.00
	ED-69	43.00	81.00
	ED-70	48.00	85.00
	ED-69	53.00	91.00
	ED-110	78.00	115.00
	EDP-39	43.00	82.50
	EDP-69	49.00	87.00
	EDP-70	52.00	90.00
	EDP-90	64.00	102.00
	EDP-110	82.00	120.00
1934	EE-30A	39.00	70.50
	EE-40	43.00	81.00
	EE-50	49.00	84.00
	EE-60	52.00	89.00
	EE-70	57.00	94.50
	EEL-30	69.00	103.50
	EEL-110	83.00	123.00
	EEL-30	81.00	88.50
	EEL-60	67.00	94.50
	EEL-70	63.00	100.70
	EELP-30	75.00	112.50
	EELP-110	93.00	129.50
1935	APTF-35	49.00	84.00
	APTF-45	49.00	87.00
	SF-45	54.00	91.50
	F-50	57.00	94.50
	F-70	72.00	107.50
	F-109	97.50	125.00
	PF-50	63.00	103.50
	PF-70	70.00	117.00
	PF-109	103.00	142.00

SERVEL ELECTROLUX—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1933	G-410	\$30.00	\$57.50
	G-510A	37.00	63.00
	G-510	38.00	63.00
	G-510	52.50	120.00
	G-510	112.50	130.00
	PG-510	75.50	114.00
	PG-710	100.00	127.50
	PG-1010	115.00	175.00
1937	H-310A	64.50	102.00
	H-410	73.00	97.50
	H-510A	82.50	120.00
	H-510	83.00	123.00
	H-610	91.50	124.00
	H-810	112.50	130.00
	H-1100	175.00	174.00
1938	J-310A	72.00	113.50
	J-410	82.50	121.00
	J-510A	91.50	125.00
	J-610	94.00	132.00
	J-810	152.00	179.50
	J-1100	127.00	165.00
1939	K-310A	105.00	202.50
	K-410	75.00	93.00
	K-510	80.15	93.00
	K-510A	97.75	101.15
	K-610	105.00	121.50
	K-610A	112.50	129.00
	K-810	112.50	132.00
	K-810A	122.50	133.00
	K-810	142.50	159.00
	K-1100	187.00	274.00
1940	L-310	82.50	92.00
	L-410	94.00	111.00
	L-510A	111.00	127.50
	L-610	115.50	132.00
	L-610A	121.00	133.00
	L-810	124.50	141.00
	L-810A	144.00	160.50
	L-810	143.50	155.00
	L-1100	267.50	274.00
1941*	M-310	103.00	167.00
	M-410	107.00	112.50
	M-510A	123.50	129.00
	M-510B	107.50	111.00
	M-610	148.00	151.50
	M-610A	143.00	141.50
	M-610	132.00	135.00
	M-610	170.00	173.50
	M-810A	163.00	168.50
	M-810	209.00	203.50
	M-1100	234.50	235.00
1942*	N-410	111.00	114.50
	N-510A	127.00	130.50
	N-510B	132.00	136.00
	N-610A	141.00	147.00
	N-610B	173.00	181.50
	N-810	219.00	213.00
	N-810A	203.00	207.00
	N-810	213.00	210.00
	N-1100	320.00	324.00

*Models and maximum prices added by Am. 3, effective 8-6-45.

SPARTON

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1934	451	\$10.50	\$45.00
	574	10.50	45.00
	721	10.50	45.00
	734	10.50	45.00
1935	S-455	21.00	55.50
	D-455	21.00	55.50
	D-525	22.50	60.00
	D-615	22.50	60.00
	D-745	27.00	64.50
	D-615	30.00	67.50
1936	S-455	25.00	63.00
	S-615	30.00	67.50
	S-745	33.00	70.50
	D-455	27.00	64.50
	D-615	34.00	72.00

SPARTON—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1936—Con.	D-746	\$37.50	\$75.00
	D-908	40.50	78.00
	GD-406	28.50	66.00
	OS-610	33.00	70.50
1937	S-617	36.00	73.50
	S-747	40.50	78.00
	D-467	27.00	64.50
	D-617	40.50	78.00
1938	D-747	43.50	81.00
	D-947	48.00	85.50
	S-463	43.50	81.00
	S-53	49.50	87.00
1939	D-618	55.50	93.00
	D-748	58.50	96.00
	DA-618	55.50	93.00
	DA-748	58.50	96.00
1939	DA-948	66.00	103.50
	S-39 Spec	63.00	79.50
	S-469	55.50	72.00
	D-619	73.50	90.00
1939	D-799	81.00	97.50
	DA-619	75.00	91.50
	DA-749	84.00	100.50
	DA-949	102.00	118.50

STEWART-WARNER

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1933	40	\$16.50	\$54.00
	45	19.50	57.00
	55	21.00	58.50
	65	24.00	61.50
1934	77	25.50	63.00
	454S	19.50	57.00
	554	22.50	60.00
	564	22.50	60.00
1935	574	22.50	60.00
	704	27.00	64.50
	714	27.00	64.50
	724	27.00	64.50
1935	834	28.50	66.00
	664P	28.50	66.00
	674P	28.50	66.00
	714P	31.50	69.00
1935	724P	31.50	69.00
	834P	31.50	75.00
	455	27.00	61.50
	465	27.00	64.50
1935	555	30.00	67.50
	565	30.00	67.50
	605	33.00	70.50
	705	36.00	73.50
1936	674P	33.00	70.50
	724P	39.00	78.50
	456	37.50	75.00
	556	43.50	81.00
1936	656	46.50	84.00
	566	46.50	84.00
	666	49.50	87.00
	766	55.50	93.00
1936	866	66.00	103.50
	866P	52.50	90.00
	766P	61.50	99.00
	866P	72.00	109.50
1937	700	70.50	108.00
	457	58.50	94.15
	557	63.00	100.50
	657	72.00	109.50
1937	567	66.00	103.50
	667	73.50	111.00
	767	81.00	118.50
	867	90.00	127.50
1937	567P	81.00	118.50
	667P	87.00	124.50
	767P	100.50	138.00
	867P	105.00	142.50
1938	358	55.50	93.00
	458	67.50	100.45
	558	72.00	109.50
	658	75.00	112.50
1938	668	75.00	112.50
	663	79.50	117.00
	768	94.50	132.00
	868P	79.50	117.00
1938	668P	85.50	123.00
	768P	102.00	139.50
	550	67.50	97.65
	770	69.00	106.50
1939	469	69.00	85.50
	469	70.50	87.00
	559	75.00	91.50
	659	79.50	96.00
1939	769	112.50	129.00

STEWART-WARNER—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1939—Con.	358	55.50	72.00
	458	61.50	78.00
	550	72.00	88.50
	770	76.50	93.00
1939	558	70.50	87.00
	658	76.50	93.00
	568	81.00	97.50
	668	69.00	106.50
1940	768	69.00	115.50
	668P	69.00	115.50
	668P	106.50	123.00
	768P	114.00	130.50
1940	D-420	76.50	90.65
	620	84.00	100.50
	540	60.00	106.50
	690	97.50	114.00
1941*	570	105.00	121.50
	670	112.50	129.00
	660	121.50	138.00
	860	136.50	153.00
1941*	601	84.00	87.50
	611	98.00	101.50
	801	119.00	122.50
	661	139.50	143.00
1941*	671	160.50	164.00
	861	167.50	171.00
	871	188.50	192.00
	602	111.00	114.50
1942*	612	124.50	128.00
	802	145.00	148.50
	662	180.00	183.50
	672	194.00	197.50
1942*	862	205.50	209.00
	872	218.50	222.00

*Models and maximum prices added by Am. 3 effective 8-6-45.

UNIVERSAL COOLER

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1930	LES-40	\$10.50	\$48.00
	LPS-40	10.50	48.00
	LEM-40	10.50	48.00
	LPM-40	10.50	48.00
1930	LEH-40	10.50	48.00
	LPH-40	10.50	48.00
	LE-500	10.50	48.00
	LP-500	10.50	48.00
1930	LEJ-550	10.50	48.00
	LPI-550	10.50	48.00
	LPI-70	10.50	48.00
	P-500	10.50	48.00
1930	PJ-70	10.50	48.00
	P-550	10.50	48.00
	P-70	10.50	48.00
	LP-4	12.00	49.50
1931	LP-5	12.00	49.50
	LP-6	12.00	49.50
	LP-7	12.00	49.50
	P-5	12.00	49.50
1932	P-6	12.00	49.50
	P-7	12.00	49.50
	L-452	13.50	51.00
	L-552	13.50	51.00
1932	L-652	13.50	51.00
	L-82	13.50	51.00
	P-552	13.50	51.00
	P-652	13.50	51.00
1932	P-82	13.50	51.00
	P-55	13.50	51.00
	P-65	13.50	51.00
	400	18.00	55.50
1933-34	455	19.50	57.00
	X-402	19.50	57.00
	X-503	22.50	60.00
	X-604	24.00	61.50
1935	X-705	25.50	63.00
	X-503-P	25.50	63.00
	X-604-P	28.50	66.00
	X-705-P	30.00	67.50
1935	435	28.50	66.00
	535	31.50	69.00
	635	33.00	70.50
	835	36.00	73.50
1936	4-Plus	34.50	72.00
	5-Plus	37.50	75.00
	6-Plus	40.50	78.00
	8-Plus	45.00	82.50
1936	PB-4	36.00	73.50
	PB-6	42.00	79.50
	PB-8	48.00	85.50
	UNXP-6	55.50	93.00
1937	M-427	39.00	76.50

UNIVERSAL COOLER—Continued

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1937—Con.	M-547	\$43.50	\$81.00
	M-647	45.00	82.50
	5527	43.50	81.00
	5627	45.00	82.50
1937	D-537	45.00	82.50
	D-637	46.50	84.00
	D-737	49.50	87.00
	PD-65	51.00	89.50
1938	OL-403	49.50	87.00
	OL-523	52.00	90.00
	CL-623	55.50	93.00
	AD-538	54.00	91.50
1938	AD-638	57.00	94.50
	AD-763	60.00	97.50
	BD-538	55.50	93.00
	BD-633	58.50	96.00
1939	BD-763	61.50	99.00
	ADP-653	67.50	105.00
	BDP-653	67.50	105.00
	M-439	55.50	72.00
1939	M-539	60.00	76.50
	M-639	63.00	79.50
	D-539	69.00	85.50
	D-639	73.50	90.00
1940	D-739	79.50	96.00
	M-6-40	67.50	81.00

UNIVERSAL (LANDERS, FRARY & OLARK)

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1934-35	445	\$15.00	\$52.50
	459	16.00	53.50
	467	16.00	53.50
	478	16.00	53.50
1936	489	16.00	53.50
	867	16.00	53.50
	878	16.00	53.50
	1444	18.00	55.50
1936	1455	18.00	55.50
	1466	18.00	55.50
	1477	18.00	55.50
	1488	18.00	55.50
1937	1866	18.00	55.50
	1877	18.00	55.50
	1888	18.00	55.50
	S-4	22.50	60.00
1937	D-5	21.00	61.50
	D-6	23.50	63.00
	D-8	27.00	64.50
	84	23.50	63.00
1938	85	30.00	67.50
	86	33.00	70.50
	87	33.00	70.50
	88	39.00	76.50

WESTINGHOUSE

If a 1-year guaranty is furnished, \$5 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models

Year	Model	Price "as is"	Price re- conditioned with 90-day guaranty
1931	WI-45	\$10.50	\$57.00
	WI-73	25.50	63.00
	WI-90	25.50	63.00
	DWI-65	12.00	49.50
1931	DWI-75	12.00	49.50
	DWI-100	15.00	52.50
	DWI-130	18.00	55.50
	DWI-180	45.00	82.50
1931	DWF-65	12.00	49.50
	DWF-75	12.00	49.50
	DWF-100	15.00	52.50
	DWF-130	18.00	55.50
1932	DWF-180	45.00	82.50
	AL-45	22.50	60.00
	AL-60	28.50	69.00

WESTINGHOUSE—Continued

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1933	BL-43	\$31.50	\$23.00
	BL-45	31.50	23.00
	BL-53	33.00	25.00
	BL-55	33.00	25.00
	BL-63	37.50	27.50
	BL-65	37.50	27.50
	BL-75	42.00	29.00
	BP-45	31.50	23.00
	BP-55	33.00	25.00
	BP-65	37.50	27.50
1934	BP-75	42.00	29.00
	CL-43	36.00	27.50
	CL-45	36.00	27.50
	CL-53	39.00	29.00
	CL-55	39.00	29.00
	CL-63	42.00	31.00
	CL-65	42.00	31.00
	CL-75	46.50	34.00
	CP-45	38.00	27.50
	CP-55	39.00	28.00
1935	CP-65	42.00	29.00
	CP-75	46.50	34.00
	CP-95	54.00	41.00
	D-42	40.50	28.00
	D-54	45.00	32.50
	D-60	49.50	37.00
	DL-44	45.00	32.50
	DL-54	48.00	35.50
	DL-67	52.50	39.00
	DL-78	57.00	44.00
1936	DLX-67	52.50	39.00
	DLX-78	57.00	44.00
	DLX-95	63.00	50.00
	DP-44	49.50	37.00
	DP-54	54.00	41.00
	DP-67	61.50	49.00
	DP-78	67.50	55.00
	DPX-67	61.50	49.00
	DPX-78	67.50	55.00
	DPX-95	79.50	67.00
1937	ED-30	40.50	28.00
	ED-40	51.00	38.50
	ED-50	57.00	44.00
	ED-60	63.00	50.00
	ED-70	69.00	56.00
	EDX-44	52.50	39.00
	EDX-54	60.00	47.00
	EDX-67	70.50	58.00
	EDX-78	76.50	64.00
	EDX-95	82.50	70.00
1938	EPX-44	55.50	43.00
	EPX-54	63.00	50.00
	EPX-67	75.00	62.00
	EPX-78	82.50	70.00
	EPX-95	90.00	77.50
	EPX-135	117.00	104.50
	EPX-200	157.50	145.00
	FS-50	69.00	56.50
	FS-60	75.00	62.50
	FS-70	81.00	68.50
1939	FDS-30	62.50	50.15
	FDS-40	68.50	56.15
	FDS-50	74.50	62.15
	FDS-60	80.50	68.15
	FDS-70	86.50	74.15
	FD-50	73.50	61.00
	FD-60	79.50	67.00
	FD-70	85.50	73.00
	FD-92	102.00	89.50
	FPS-50	79.50	67.00
1940	FPS-60	91.00	78.50
	FPS-70	97.50	85.00
	FP-92	115.00	102.50
	EPX-135	117.00	104.50
	EPX-200	157.50	145.00
	HS-52	70.50	58.00
	HS-62	78.00	65.50
	HS-72	84.00	71.50
	HU-30	61.50	49.00
	HDS-32	61.50	49.00
1941	HDS-42	70.50	58.00
	HDS-52	78.00	65.50
	HDS-62	84.00	71.50
	HDS-72	90.00	77.50
	HD-52	79.50	67.00
	HD-62	87.00	74.50
	HD-72	93.00	80.50
	HD-95	117.00	104.50
	HPS-52	93.00	80.50
	HPS-62	103.50	91.00
1942	HPS-72	112.50	99.50
	HP-62	103.00	90.50
	HP-72	118.50	105.50
	HP-95	135.00	122.50
	FP-135	172.50	159.50
	FP-200	217.50	204.50
	HU-30	61.50	49.00
	H-3-39	79.50	67.00
	H-4-39	83.00	70.50
	H-5-39	86.50	74.00
1943	H-6-39	90.00	77.50
	A-5-39	84.00	71.50
	A-6-39	91.50	79.00

WESTINGHOUSE—Continued

Year	Model	Price "as is"	Price re-conditioned with 90-day guaranty
1939—Con.	A-8-39	\$121.00	\$111.00
	E-5-39	115.00	105.00
	E-6-39	120.00	110.00
	E-8-39	125.00	115.00
	HP-135	262.50	249.50
	HP-200	277.50	264.50
	LS-6-40	70.83	63.33
	U-3-40	73.33	65.83
	S-3-40	75.00	67.50
	S-4-40	83.33	75.83
1940	S-6-40	94.33	86.83
	S-8-40	105.00	97.50
	H-5-40	102.00	94.50
	H-6-40	107.00	99.50
	A-5-40	105.00	97.50
	A-6-40	112.00	104.50
	A-8-40	123.00	115.50
	D-6-40	141.00	131.50
	D-8-40	153.00	143.50
	E-6-40	154.00	144.50
1941	E-8-40	165.00	155.50
	A-135-40	217.50	204.50
	A-200-40	267.50	254.50
	E-135-40	255.00	242.50
	E-200-40	315.00	302.50
	U-3-41	70.83	63.33
	AS-4-41	81.50	74.00
	AS-6-41	93.00	85.50
	S-6-41	107.00	99.50
	B-6-41	107.00	99.50
1942	BP-6-41	121.00	111.00
	D-7-41	123.00	113.00
	B-9-41	127.50	117.50
	M-7-41	145.50	135.50
	DP-7-41	172.50	162.50
	M-9-41	183.00	173.00
	MP-9-41	193.50	183.50
	A-4-42	105.00	97.50
	A-6-42	111.00	103.50
	E-7-42	122.00	114.00
1943	AS-7-42	122.00	114.00
	B-7-42	123.00	115.00
	D-7-42	123.00	115.00
	B-9-42	127.50	117.50
	D-9-42	153.00	143.50

*Models and maximum prices added by Am. 3, effective 8-6-43.

MISCELLANEOUS MAKES

If a 1-year guaranty is furnished, \$3 may be added to the prices in the second column for models of 1941 and 1942; and \$10 for earlier models.

Makes	Price "as is"	Price re-conditioned with 90-day guaranty
Atwater Kent	\$10.00	\$9.00
Bellville	10.00	9.00
Bohn	10.00	9.00
Bridges	10.00	9.00
Buckeye	10.00	9.00
Cavalier	10.00	9.00
Chilrite	10.00	9.00
Commerco	10.00	9.00
Graybar-Ho-Kold	10.00	9.00
Grinnell	10.00	9.00
Grumow	10.00	9.00
King Kold	10.00	9.00
Electric-Ice and Challenger	10.00	9.00
Liberty	10.00	9.00
Majestic (Sealed)	10.00	9.00
Majestic (Open)	10.00	9.00
Merchant and Evans	10.00	9.00
Mohawk	10.00	9.00
Rice	10.00	9.00
Servel-Electric (Open)	10.00	9.00
Servel-Electric (Hermetic)	10.00	9.00
Star Freeze	10.00	9.00
Trukold	10.00	9.00
U. S. Hermetic	10.00	9.00
Welch	10.00	9.00
White Mountain	10.00	9.00
Wahlitzer	10.00	9.00
Zerone	10.00	9.00

[The note following each model name and the heading "Miscellaneous Makes" in the above tables amended by Am. 3, effective 8-6-45]

(e) Maximum prices for chest type or lift-top model refrigerators. The maximum price for any chest type or lift-top model refrigerator shall be \$9.00 if it is

sold "as is" and \$46.50 if it is sold as "reconditioned." For purposes of this section a chest type or lift-top household mechanical refrigerator is one having a net food storage capacity of less than three cubic feet and having the door giving access to its food storage compartment opening upwards from the top.

[Paragraph (e) added by Am. 3, effective 8-6-45. Former (e) deleted by Am. 3]

(f) Maximum prices for models for which maximum prices are not fixed in the preceding paragraphs. If the maximum price for any used household mechanical refrigerator is not specified in the preceding paragraphs, the maximum cash price shall be determined by the maximum price of the refrigerator listed in the foregoing table which corresponds most closely to the refrigerator being priced, with regard to age, finish, capacity, type of model and mechanical and cabinet equipment. The maximum price selected from the table shall correspond to the conditions under which the refrigerator is to be sold, i. e., "as is", or reconditioned with a 90-day or a one-year guaranty.

(g) Maximum prices for refrigerators with new or factory rebuilt units. (1) This paragraph shall apply only in cases in which:

[Above sentence amended by Am. 3, effective 8-6-45]

(i) The refrigerator meets the standards of a reconditioned refrigerator and is sold with a one-year guaranty.

(ii) The refrigerator contains a new unit or one rebuilt by the original manufacturer, or by a reconditioner who offered such a service in February, 1942, or earlier, and furnished with it at least a one-year guaranty.

(iii) The new or rebuilt unit has been purchased by the person offering the refrigerator for sale.

(2) The maximum cash price for a refrigerator with a new or rebuilt unit meeting the qualifications of the foregoing section shall be the sum of:

(i) The "as is" maximum price for that refrigerator, and

(ii) The manufacturer's net suggested resale maximum price in effect in March, 1942, or subsequently specifically approved by the Office of Price Administration, for the replacement unit contained in the refrigerator, or if no manufacturer's suggested resale price was in existence in March 1942, or later subsequently approved by the Office of Price Administration, the net cost to the dealer for the replacement unit, plus the dollar markup taken for the sale of the most comparable item in March 1942.

(h) Sales in Western states. If the sale of the refrigerator is made to a person in the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, or Wyoming, \$5.00 may be added to the maximum price.

(i) Taxes. Any tax upon or incident to the sale of a used household mechanical refrigerator may be added to the maximum prices established by this Regulation. Thus, if the seller has paid a Federal excise tax upon the rebuilding

of the refrigerator, that tax may be added.

(j) *Sales for export.* The maximum price at which a person may export any used household mechanical refrigerator is established by the provisions of the Maximum Export Price Regulation.³

(k) *Credit, delivery and other charges.* Any charge which is not quoted and billed separately shall for the purposes of this Regulation be considered to be part of the selling price of the refrigerator. Charges for the extension of credit or for delivery, packing or installation, may be added to the maximum retail price set forth in this section, provided: (1) the seller during the two-month period ending February 16, 1942, made a separate charge for the extension of credit, delivery, packing or installation services the amount of which was separately stated to the purchaser, (2) the amount charged for the extension of credit or for delivery, installation or packing, is not in excess of the charge in effect during the two-month period ending February 16, 1942 upon sales of used household mechanical refrigerators, and (3) such charges are quoted and billed separately. No seller may require as a condition of sale that the purchaser accept any of the services mentioned.

SEC. 4. Maximum rental rates. (a) The maximum rate which may be charged for the rental of a refrigerator shall be determined in accordance with the maximum sale price as set forth in the table below:

Maximum sale price, reconditioned with a 90-day guaranty		Maximum monthly rental rate
From	But below	
\$46.50	\$55.00	\$2.50
55.00	65.00	3.00
65.00	75.00	3.50
75.00	85.00	4.00
85.00	95.00	4.50
95.00	105.00	5.00
105.00	115.00	5.50
115.00	125.00	6.00

Refrigerators whose maximum sale price (reconditioned with a 90-day guaranty) is \$125.00 or more may be rented at a maximum monthly rate not to exceed 5 percent of the maximum sale price, calculated to the nearest half dollar.

(b) *Delivery of rental refrigerators.* An additional amount may be added to the rental rate to cover delivery and pick-up of rented refrigerators where such service is rendered, which may not exceed \$5.50.

(c) *Maintenance of rented refrigerators.* A rented refrigerator must meet the standards set forth for reconditioned refrigerators in Sec. 3 (a) and during the period of the rental must carry the guaranty provided for in Sec. 3 (c).

(d) *Rental payments in advance.* A person who supplies a rented refrigerator may not ask for or receive rental payments for more than three months in advance.

(e) *Seasonal rentals.* Persons who rented refrigerators prior to April 1, 1942

for a period less than four months for use during that period in a resort community in households occupied by vacationers, shall compute their maximum prices in the manner provided by section 6 of Revised Maximum Price Regulation No. 165.⁴ The ceiling price for rentals on a seasonal basis by persons who did not rent refrigerators on a seasonal basis prior to April 1, 1942, is the price in line with level of seasonal rental prices, fixed by the Office of Price Administration after application to it for the fixing of such a price. No such persons may rent refrigerators on a seasonal basis until such an order has been issued.

[Paragraph (e) added by Am. 1, 8 F.R. 9779, effective 7-20-43]

SEC. 5. Prohibited practices. (a) Any practice which is devised to get the effect of a higher than ceiling price without actually raising the dollar and cents price, is as much a violation of this regulation as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation arrangements, tying agreements, tying requirements, trade understandings and the like.

(b) The following practice is specifically prohibited:

(1) Offering to sell or rent a refrigerator only on condition that the buyer agree to pay for repairs, parts, and services.

SEC. 6. Tagging. No person shall sell or offer to sell, or rent, a used household mechanical refrigerator unless a tag is attached to the refrigerator which states whether the refrigerator is offered for sale "as is" or "reconditioned," the length of the guarantee to be supplied, the make, model and year of the refrigerator, the maximum selling price; and if the refrigerator is offered for rent, the tag also shall state the maximum monthly rental rate. A tag in the following form is satisfactory:

Make _____
Model _____
Year _____
Condition (Reconditioned)
("as is") _____
Guaranteed for (90 days)
(one year) _____
Maximum selling price: \$ _____
(Maximum monthly rental rate: \$ _____)

This tag must not be removed except by the ultimate consumer. If the maximum price for the refrigerator was determined under paragraph (f) or (g) of Sec. 3, the tag shall so state, and if the refrigerator has a replacement unit, shall carry the name of the supplier of the unit.

SEC. 7. Sales slips, receipts and invoices. Regardless of his former practice, every person selling a used household mechanical refrigerator in the course of trade or business shall furnish the purchaser with a sales slip, receipt, invoice or other writing, stating that the refrigerator sold is either "as is" or "reconditioned," the length of the guarantee supplied, the date of the sale, the make, model, number and year, the price

charged, the nature and amount of any additional charges, and the name and address of the purchaser. If the maximum price was determined under paragraphs (f) or (g) of Sec. 3, this shall also be stated. A copy of such sales slip, receipt, invoice, or other writing shall be retained by the seller for inspection by the Office of Price Administration.

SEC. 8. Enforcement. (a) Persons violating any provisions of this Revised Maximum Price Regulation No. 139 are subject to the criminal penalties, civil enforcement actions, and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Revised Maximum Price Regulation No. 139 or any price schedule, regulation or order issued by the Office of Price Administration or of any acts or practices which constitute such a violation are urged to communicate with the nearest field or regional office of the Office of Price Administration or its principal office in Washington, D. C.

(c) The registration and licensing provisions of §§ 1499.15 and 1499.16 of the General Maximum Price Regulation continue to be applicable to every person selling the commodities for which a maximum price is established by this regulation.

SEC. 8a. Licensing. The provisions of Licensing Order No. 1,⁵ licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[Section 8a added by Supplementary Order 72, 8 F.R. 13244, effective 10-1-43]

SEC. 9. Petitions for Amendment. Persons seeking any modification of this Revised Maximum Price Regulation No. 139 or exception not provided for therein may file petitions for amendment in accordance with the provisions of Revised Procedural Regulation No. 1,⁶ issued by the Office of Price Administration.

SEC. 10. Applicability of the General Maximum Price Regulation. The provisions of this Revised Maximum Price Regulation No. 139 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries for which maximum prices are established by this Revised Maximum Price Regulation No. 139.

SEC. 11. Geographical applicability. The provisions of this Revised Maximum Price Regulation apply to the forty-eight states, the District of Columbia and the territories and possessions of the United States, except that in the cases of sales and deliveries in the Territory of Hawaii, the maximum prices set forth in this regulation may be increased by an amount determined in accordance with

³ 2d Revised: 8 F.R. 4132, 5987, 7862, 9999, 15193; 9 F.R. 1036, 5435, 5923, 7201, 9835, 11273, 12919, 14436; 10 F.R. 863, 923, 2432.

⁴ 10 F.R. 2097, 2250, 3925, 6231, 7854.

⁵ 8 F.R. 13240.

⁶ 9 F.R. 10476, 13715.

the provisions of Section 29 of Revised
Maximum Price Regulation No. 373.¹

[Section 11 amended by Am. 3, effective
8-6-45]

This Regulation shall become effective
April 15, 1943. [Revised Maximum Price
Regulation 139 originally issued March
24, 1943.]

[Effective dates of amendments are shown
in notes following the parts affected]

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14032; Filed, July 31, 1945;
11:14 a. m.]

PART 1340—FUEL
[MPR 120, Amdt. 144]

BITUMINOUS COAL DELIVERED FROM LINE OR
PREPARATION PLANT

A statement of the considerations in-
volved in the issuance of this amend-
ment, issued simultaneously herewith,
has been filed with the Federal Register.

Maximum Price Regulation No. 120 is
hereby amended in the following re-
spects:

In the table of subdistrict designations
and maximum prices by size group num-
bers in § 1340.233 (b) (1) the maximum
prices for Subdistrict F, Renton Field,
Washington, are amended to read as fol-
lows:

Subdistricts	Identification	Maximum prices by size group numbers									
		1,2,3, 4,5	6,7,8, 9,10	11,12	13,14	15,16, 17,18	19,20	21	22	23	24
F	Renton Field, Washington	635	695	645	650	425	465	450	420	420	320

This amendment shall become effec-
tive August 6, 1945.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14034; Filed, July 31, 1945;
11:15 a. m.]

PART 1404—RATIONING OF FOOTWEAR
[RO 17, Amdt. 105]

SHOES

A rationale accompanying this
amendment, issued simultaneously here-
with, has been filed with the Division of
the Federal Register.

Ration Order 17 is amended in the fol-
lowing respects:

1. Section 1.4 (d) is amended to read
as follows:

(d) *Stamps issued to imported labor-
ers.* Any person who is brought into the
United States by a federal government
agency for the sole purpose of perform-
ing agricultural or other labor after July
31, 1945 shall be eligible for one special
shoe stamp at the time he enters the
country. The stamp shall be issued by
the federal government agency or em-
ployer contracting for such services, or
by a local Board or other office of the
Office of Price Administration, upon the
authorization and instruction of the Na-
tional Office of the Office of Price Ad-
ministration. The person authorized to
issue a stamp under this paragraph shall
write on it the words "No Book".

2. The first sentence of section 1.5 (b)
is amended to read as follows: "Except
for some special reason, everyone will be
given the right to buy all the shoes he
needs for ordinary wear by using the
stamps issued to him as a basic ration
under General Ration Order No. 12."

¹ 10 F.R. 6960, 7537, 8576.

² 10 F.R. 6646, 7407, 7794, 7799, 8020, 8069,
8371.

PART 1404—RATIONING OF FOOTWEAR
[RO 17, Amdt. 106]

SHOES

A rationale accompanying this amend-
ment, issued simultaneously herewith,
has been filed with the Division of the
Federal Register.

Ration Order 17 is amended in the fol-
lowing respects:

1. Sections 3.5 (a) (1), (2) and (3) are
amended to read as follows:

(1) Shoes having a declared value of
\$25 or more may be shipped to a terri-
tory, possession or dependency of the
United States (other than the District of
Columbia and the Philippine Islands)
and shoes of any value may be trans-
ferred to Ship's Service Stores Afloat, or
to any person as slop chest supplies or
ships' stores for use of crew members
aboard any ocean-going vessel operating
in foreign, coastwise, or intercoastal
trade, without prior consent from any
person or agency.

(2) Shoes having a declared value of
\$25 or more may be exported to any for-
eign country, other than Canada, and to
the Philippine Islands under an indi-
vidual, special program or special project
license, issued by the Foreign Economic
Administration.

(3) Shoes having a declared value of
\$25 or more may be exported to Canada
under a purchase order approved by the
Canadian Administrator of Wholesale
Trade.

2. Section 3.5 (b) is amended to read
as follows:

(b) Shoes having a declared value of
less than \$25 for which ration currency
has been obtained and surrendered by an
individual consumer or by an agent for
him in a manner authorized by this order
may be exported as follows: without fur-
ther approval, to Canada and to a ter-
ritory, possession or dependency of the
United States (other than the Philippine
Islands); or to any other foreign country
or the Philippine Islands, under an indi-
vidual license issued by the Foreign
Economic Administration. Any shoes
acquired by an exempt person or agency
in a way permitted by section 3.6 may be
exported without further approval.

3. Section 3.5 (c) is amended to read
as follows: "Nothing in this section shall
be deemed to authorize any export of
shoes to be made in violation of any
other applicable law or regulation. No
export of shoes may be made except in
accordance with the above provisions."

This amendment shall become effec-
tive July 31, 1945.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14041; Filed, July 31, 1945;
11:15 a. m.]

¹ 10 F.R. 6960, 7537, 8576.

[F. R. Doc. 45-14040; Filed, July 31, 1945;
11:14 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS
[RMFR 373, Amdt. 12]

GROCERY ITEMS IN HAWAII

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Section 21 is amended in the following respects:

1. The table following paragraph (c) (1) is amended by changing the wholesale maximum price of "Garlic" from \$0.41 per lb. to \$0.38 per lb. and the retail maximum price from \$0.52 per lb. to \$0.53 per lb., and by adding a new item "Onions, dry, red and yellow (new crop)", wholesale maximum price \$4.10 per 50 lb. bag and retail maximum price \$0.11½ per lb.

2. The table following paragraph (d) (1) is amended by adding the item "Apples", wholesale maximum price \$5.00 per box and retail maximum price \$0.19 per lb.

This amendment shall become effective as of July 7, 1945, except as to the provision for "Onions, dry, red and yellow (new crop)" which shall become effective as of July 2, 1945.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14037; Filed, July 31, 1945;
11:16 a. m.]

PART 1499—COMMODITIES AND SERVICES
[SR 14E, Amdt. 7]

SALES AT WHOLESALE OF CERTAIN COTTON PRODUCTS

A statement of the consideration involved in the issuance of this amendment issued simultaneously herewith has been filed with the Division of the Federal Register.

Section 2.7 of Supplementary Regulation 14E is amended in the following respects:

1. Paragraph (e) is amended by deleting the phrase "(l) and (m)" and inserting in its place the phrase "(l), (m) and (o)."

2. Paragraph (o) is added to section 2.7 to read as follows:

(o) *Sales of specified 5% wool blankets.* (1) This paragraph applies to sales at wholesale of 5% wool blankets manufactured by Aruco Mills, Newnan, Georgia, Style Dover, Type J, Class II, Size 70" x 80", finished weight 3 pounds per pair, binding 3 inch sateen, not bagged, for which the producer's maximum price is established under Maximum Price Regulation No. 118.¹

(2) The maximum price for sales at wholesale of these blankets, per pair,

shall be the sum of the seller's maximum price determined in accordance with the General Maximum Price Regulation and 7.7 cents.

This amendment shall become effective August 6, 1945.

Issued this 31st day of July 1945.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 45-14038; Filed, July 31, 1945;
11:16 a. m.]

Chapter XXIII—Surplus Property Board
[SPB Rev. Reg. 8]

PART 8308—FOREIGN DISPOSAL

Surplus Property Board Regulation No. 8, June 7, 1945, entitled "Foreign Disposal" (10 F.R. 7118) is hereby revised and amended as set forth below. New sections and sections in which changes have been made are indicated by underlining. Nothing in this revision shall impair or amend Orders 1 and 2 under Regulation 8, June 7, 1945 (10 F.R. 7119), which shall continue in full force and effect.

Sec.	
8308.1	Definitions.
8308.2	Scope.
8308.3	Designation of disposal agencies.
8308.4	Delegation of authority.
8308.5	Active theaters of military operations.
8308.6	Declarations of surplus property.
8308.7	Exemptions from Surplus Property Act.
8308.8	Utilization of surplus property by Federal agencies.
8308.9	Donations.
8308.10	Destruction or abandonment.
8308.11	Disposal of certain plants, facilities and equipment under section 19 (c) of the act.
8308.12	Aircraft and property peculiar thereto.
8308.13	Plants, pipe lines or other installations costing \$1,000,000 or more.
8308.14	Food and agricultural commodities.
8308.15	Importations into the United States.
8308.16	Disposal policies.
8308.17	Reference of policy matters to the Board.
8308.18	Records.
8308.19	Reports.
8308.20	Regulations by disposal agencies and others to be reported to the Board.
8308.21	Coordination of disposals.
8308.22	Surplus War Property Administration disposal procedure rescinded.
8308.23	Persons acting under delegated authority.
8308.24	Other parts effective in foreign areas.
8308.25	Amendment or repeal.

AUTHORITY: §§ 8308.1 to 8308.25, inclusive, issued under Surplus Property Act of 1944 (58 Stat. 765; 50 U. S. C. App., Sup. 1611).

§ 8308.1 *Definitions.* (a) "Act" means the Surplus Property Act of 1944 (58 Stat. 765; 50 U.S.C. App., Sup., 1611).

(b) "Board" means the Surplus Property Board.

(c) "Disposal agency" means any Government agency designated pursuant to the act to dispose of one or more classes of surplus property.

(d) "Foreign area" means any area outside of the continental United States, its territories and possessions.

(e) "Government agency" means any executive department, independent establishment, board, bureau, commission or other agency of the Federal Government, or any corporation wholly owned (either directly or through one or more corporations) by the United States.

(f) "Nonprofit institution" means any nonprofit scientific, literary, educational, public health, public welfare, charitable, or eleemosynary institution, any hospital or similar institution, organization or association (1) which is organized under the laws of the United States or of any State, territory or possession thereof, and (2) which is directly supported in whole or in part through use of funds derived from taxation by the United States, its territories or possessions or by a State or political subdivision thereof, or which is exempt from taxation under section 101 (6) of the Internal Revenue Code.

(g) "Owning agency" means the executive department, the independent agency in the executive branch of the Federal Government, or the corporation (if a Government agency), having control of property, otherwise than solely as a disposal agency.

(h) "Person" means any individual, corporation, partnership, firm, association, trust, estate, or other entity.

(i) "Property" means any interest, owned by the United States or any Government agency, in real or personal property, of any kind, wherever located, but does not include naval vessels of the following categories: Battleships, cruisers, aircraft carriers, destroyers, and submarines.

(j) "Surplus property" means any property which has been determined to be surplus to the needs and responsibilities of the owning agency in accordance with the act.

§ 8308.2 *Scope.* This part governs the disposal of surplus property, both real and personal, located outside of the continental United States, its territories and possessions.

§ 8308.3 *Designation of disposal agencies.* (a) Disposal agencies are hereby designated under the act for surplus property (except vessels as defined in section 10 (b) of the act) located in foreign areas as follows:

(1) Navy Department for surplus property within its control as an owning agency.

(2) War Department for surplus property within its control as an owning agency.

(3) War Department for surplus property within the control of all other Government agencies as owning agencies.

(b) The United States Maritime Commission is hereby designated as the disposal agency for vessels located in foreign areas which it determines to be merchant vessels or capable of conversion to merchant use.

§ 8308.4 *Delegation of authority.* Any delegation by a disposal agency of its authority or responsibility as a dis-

¹ 10 F.R. 6646, 7407, 7794, 7799, 8020, 8069, 8371, 8979.

² 10 F.R. 1183, 2014, 4156, 7117, 7497.

³ 8 F.R. 12186, 12934; 9 F.R. 401, 10088, 10925, 14211, 14383, 14676; 10 F.R. 705, 857, 1492, 2025, 2876, 8134.

positional agency for the disposition of surplus property located in foreign areas may be made only upon approval by the Board granted by order hereunder.

§ 8308.5 *Active theaters of military operations.* Nothing herein limits or affects the authority of commanders in active theaters of military operations with respect to property in their control.

§ 8308.6 *Declarations of surplus property—(a) Where filed.* Declarations of surplus real and personal property located in foreign areas shall be filed, on such forms as shall be prescribed by the Board by order hereunder, with the Surplus Property Board, Washington 25, D. C. and with the appropriate disposal agency as follows:

(1) Declarations of surplus property made by the War and Navy Departments shall be filed as directed by the War and Navy Departments. Declarations of surplus property made to the War Department by any owning agency other than the War Department shall be filed as directed by the War Department.

(2) Declarations of surplus property to the Maritime Commission shall be made at the office of the United States Maritime Commission, Washington 25, D. C., or at such other office as the Maritime Commission shall designate.

(b) *Limitations on power of disposal.* Declarations of surplus property shall fully set forth any legal or contractual restrictions, known to the owning agency, upon the authority of the Government to dispose of the property covered by the declaration. To the extent that such information is furnished directly by owning agencies to disposal agencies, it may be omitted from the declarations of surplus. It shall be the duty of owning agencies to keep their field representatives fully informed as to all such information which is to be included in declarations of surplus. It shall similarly be the duty of the disposal agencies and of any person acting under delegated authority to keep their field representatives and any person to whom they have delegated disposal authority fully informed as to all such information received directly from the owning agencies.

(c) *Red Cross property.* Declarations of surplus personal property shall designate any such property known to have been processed, produced or donated by the American Red Cross.

§ 8308.7 *Exemptions from Surplus Property Act.* In accordance with section 32 (b) of the act, and pending further determinations and regulations or orders of the Board, the Board hereby exempts disposition of property located in foreign areas from the following provisions of the act:

(a) The last sentence in section 11 (g), insofar as it requires disposal agencies to make information in its records available to foreign nationals or foreign governments.

(b) Section 12, "Utilization of Surplus Property by Federal Agencies."

(c) Section 13, subsections (a), (c), (d), (e) and (f), "Disposal to Local Governments and Nonprofit Institutions."

(d) Section 16, "Dispositions to Veterans."

(e) Section 17, "Dispositions in Rural Areas."

(f) Section 18, "Small Business."

(g) Section 20, "Applicability of Antitrust Laws," insofar as it requires disposal agencies to notify the Attorney General: *Provided, however,* That this exemption shall not apply with respect to plants, pipe lines, and other installations which cost the Government \$1,000,000 or more, and patents, processes, techniques or inventions, irrespective of cost.

(h) Section 22, "Stock Piling."

(i) Section 23, "Disposal of Surplus Real Property."

(j) Section 36, "Termination Inventories."

§ 8308.8 *Utilization of surplus property by Federal agencies.* It shall be the responsibility of all Government agencies having any requirements in foreign areas to consult the records of surplus property established by the disposal agencies to determine whether their requirements can be satisfied out of surplus property.

§ 8308.9 *Donations.* A disposal agency may make donations pursuant to section 13 (b) of the act whenever it finds that surplus property has no commercial value or that the cost of its care and handling and disposition would exceed the estimated proceeds: *Provided,* That the disposal agency makes and retains a record of its findings justifying the donation, together with any supporting data. Such donations may be made to foreign nonprofit educational or charitable organizations but preference shall be given to nonprofit institutions as defined in § 8308.1 (f). In making donations of surplus property which was processed, produced or donated by the American Red Cross, the provisions of section 11 (f) of the act shall be observed.

§ 8308.10 *Destruction or abandonment.* Any surplus property and any waste, salvage or scrap located in foreign areas may be destroyed or abandoned by an owning or disposal agency without any notice of the proposed destruction: (a) when the destruction or abandonment is required by military necessity, safety, or considerations of health or security; or (b) whenever it is determined by the disposal agency that the property has no commercial value, or that the cost of its care, handling and disposition would exceed the estimated proceeds. Any agency authorizing destruction or abandonment under paragraph (a) of this section shall make and retain a record of the surplus property destroyed and the reasons therefor. A disposal agency should not authorize or consent to the abandonment or destruction of surplus property under paragraph (b) of this section without exploring the

possibilities of making a donation under § 8308.9. Any agency authorizing destruction or abandonment under paragraph (b) of this section shall make and retain a record of its findings justifying such action.

§ 8308.11 *Disposal of certain plants, facilities and equipment under section 19 (c) of the act.* Surplus aircraft plants and facilities, aircraft and aircraft parts, shipyards and facilities, transportation facilities, and radio and electrical equipment, located in foreign areas, may, in accordance with section 19 (c) of the act, be disposed of without prior submission to the Congress.

§ 8308.12 *Aircraft and property peculiar thereto.* Pending further regulations or orders of the Board, surplus aircraft and property peculiar to aircraft located in foreign areas shall be disposed of only in accordance with existing procedures.

§ 8308.13 *Plants, pipe lines or other installations costing \$1,000,000 or more.* Whenever any disposal agency shall begin negotiations for the disposition of any plants, pipe lines, or other installations, located in foreign areas, which cost the Government \$1,000,000 or more, the disposal agency shall promptly notify the Board and the Attorney General.

§ 8308.14 *Food and agricultural commodities.* Disposals of surplus agricultural commodities, surplus foods processed from agricultural commodities, and surplus cotton or woolen goods remain subject to the provisions of section 21 (a) and (b) of the act, and subject to such policies as may be formulated and issued pursuant thereto.

§ 8308.15 *Importations into the United States.* Pending further regulations or orders by the Board under section 33 (a) of the act, surplus property which has been sold in foreign areas shall not be imported into the United States in the same or substantially the same form if such property was originally produced in the United States and is readily identifiable as such, and disposal agencies shall include a condition to that effect in the terms of disposition, unless the purchase is made for one of the purposes in the following proviso and the purchaser so certifies to the disposal agency: *Provided, however,* That such property may be so imported (a) on consignment to a person or firm in the United States for the purpose of reconditioning for re-export or (b) by a member of the armed forces abroad for his personal use, if the importer certifies to the Treasury Department that the importation is being made for one of such purposes. Nothing in this section shall prevent surplus property which is owned by a Government agency from being transported to the continental United States, its territories or possessions.

§ 8308.16 *Disposal policies—(a) Contact with foreign missions and price policy.* In order that foreign disposal operations shall be consistent with foreign policies of the United States, the disposal agencies shall maintain close contact

and cooperation in Washington with the State Department and abroad with United States diplomatic missions and appropriate consular offices and shall keep them fully and currently informed as to all disposal programs which are being initiated or carried out. The governing price policy shall be to obtain for the Government, as nearly as possible, the fair value of surplus property on its disposition.

(b) *Purchasers*—(1) *Government agencies*. Transfer of surplus property to Government agencies for their use in foreign areas shall be given priority over all other disposals. This priority shall extend to transfers to Foreign Economic Administration, not only for its own administrative purposes in foreign areas but also when the Administration is acquiring surplus property for Lend-Lease or to be used by it for the contribution of the United States to the United Nations Relief and Rehabilitation Administration.

(2) *Other than Government agencies*. Disposal agencies may establish such order of priorities among persons other than Government agencies as they may deem appropriate in the respective foreign areas, but shall, to such extent and in such order of priority as they may deem feasible, afford the following persons appropriate opportunity to purchase surplus property:

(i) The following institutions, for use in foreign areas: (a) Nonprofit institutions as defined in § 8308.1 (f), and (b) nonprofit educational and charitable institutions organized under the laws of a foreign country which are directly supported in whole or in part through use of funds derived from taxation by the United States, its territories or possessions or which are certified by the appropriate diplomatic mission as being supported in whole or in part from funds derived from the United States;

(ii) American manufacturers or distributors, with regard to surplus property bearing their name or trade-mark, for use or disposal in foreign areas or for importation into the United States for the purpose of reconditioning for re-export;

(iii) Foreign governments for relief, rehabilitation and reconstruction purposes.

Although disposal agencies should make reasonable efforts to apprise such persons of any opportunity afforded them to purchase surplus property, it shall be the primary responsibility of such persons to make their requirements known to the disposal agencies.

(c) *Payment*—(1) *Government agencies*. Transfers to Government agencies shall be made at the fair value of

the property as fixed by the disposal agency and payment shall be made by transfer of United States dollar funds or by reduction of appropriation unless transfer without reimbursement or transfer of funds is otherwise authorized by law.

(2) *Other than Government agencies*. The determination as to whether disposal agencies shall accept United States dollars or foreign currencies in payment for surplus property located in foreign areas shall be made by the United States Treasury Department in consultation with the State Department. Where foreign currencies are accepted, the Treasury Department, in consultation with the State Department, shall determine the conditions with respect to the over-all acceptable amount of any such currency, the applicable rate of exchange, any provisions for conversion and any guarantee against loss through fluctuations of exchange. Any advice or approval heretofore given by the Treasury Department with regard to the acceptance of United States dollars or of foreign currencies shall continue in effect until changed by the Treasury Department.

(d) *Customs duties and taxes*. When making any agreements with foreign governments relating to the disposal of surplus property, disposal agencies shall, where necessary, seek appropriate arrangements with foreign governments to assure that no customs duties, taxes or other similar charges are levied upon sales of surplus property which are discriminatory or prevent the sale of surpluses at fair prices to the United States Government; and that no duties, taxes or similar charges will be levied upon surplus property prior to its sale by the disposal agencies or upon sales for export from country of sale. Where surplus property is to be disposed of without any agreement between the disposal agency and a foreign government, the disposal agency shall request the State Department or its foreign diplomatic or consular missions to negotiate, where necessary, such arrangements with the foreign government.

§ 8308.17 *Reference of policy matters to the Board*. Disposal agencies and all persons acting under delegated authority shall keep the Board currently informed as to their disposal policies and programs. They shall submit to the Board in writing any matter involving disposal policy of general application and shall not make such policy effective until at least five (5) days after such submittal to the Board unless the Board shall waive such requirement.

§ 8308.18 *Records*. Disposal agencies shall prepare and maintain such records as will show full compliance with this

part and with the applicable provisions of the act as to each disposal transaction.

§ 8308.19 *Reports*. Reports shall be made to the Board of property declared surplus, held, and disposed of hereunder in foreign areas at such times and in such form as may be prescribed by the Board.

§ 8308.20 *Regulations by disposal agencies and others to be reported to the Board*. Each disposal agency and each person or Government agency acting under delegated authority for the disposition of surplus property shall file with the Board copies of all regulations, orders, and instructions of general applicability which they may issue in furtherance of the provisions, or any of them, of this part.

§ 8308.21 *Coordination of disposals*. Disposal agencies shall consult with the State Department and its foreign missions and the Foreign Economic Administration and its foreign representatives with a view to enlisting their advice and assistance regarding the coordination of disposals of surplus property throughout areas to which the property can feasibly be transported consistent with the policies set forth in this part.

§ 8308.22 *Surplus War Property Administration disposal procedure rescinded*. All regulations, orders, instructions and arrangements made by and with the Surplus War Property Administration relating to disposal of surplus property in foreign areas are hereby superseded and rescinded.

§ 8308.23 *Persons acting under delegated authority*. Except as to § 8308.3, any reference in this part to a disposal agency shall also be applicable to any person acting under authority delegated by a disposal agency or under any re-delegation of such authority.

§ 8308.24 *Other parts effective in foreign areas*. Part 8304 by its terms is effective in foreign areas.

§ 8308.25 *Amendment or repeal*. This part and any order issued under it shall be subject to amendment or repeal by the Board by any regulation or order of the Board duly published in the FEDERAL REGISTER.

This revision of this part shall become effective on August 1, 1945.

NOTE 1.—All reporting requirements of this part as revised have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

NOTE 2.—This part as revised has been approved in writing by the Secretary of Agriculture as successor to the War Food Administrator, as required by the Surplus Property Act of 1944.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JULY 25, 1945.

[F. R. Doc. 45-14069; Filed, July 31, 1945; 11:58 a. m.]

TITLE 38—PENSIONS, BONUSES AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 36—REGULATIONS UNDER SERVICE-MEN'S READJUSTMENT ACT OF 1944

MISCELLANEOUS AMENDMENTS

§ 36.4000 Definitions.

(a) to (j) No change.

(k) (1) "Reasonable normal value" is the price the property would ordinarily bring or the transaction would ordinarily cost in a contract between a willing and well informed buyer and a willing and well informed seller, both acting free from necessity and under circumstances not affected by economic or other conditions of an impermanent character.

(2) to (4) No change.

(1) to (v) No change.

§ 36.4004 Repairs, etc.

(a) No change.

(b) (1) to (4) No change.

(5) "Delinquent indebtedness" means past due amounts of principal or interest (without giving effect to any acceleration provisions) on an obligation secured in whole or in part by a lien or liens on property of an eligible veteran and occupied as his home. Each application to guarantee a loan purposed to pay delinquent indebtedness in excess of \$500 shall be supported by an appraisal of the reasonable normal value of the residential property which secures the delinquent loan. The reasonable normal value of any property on account of which a loan for delinquent indebtedness is to be guaranteed may not be exceeded by the aggregate amount outstanding on the obligations which it secures, and in the case of property acquired within six months of the date of the filing of the application, by the cost of such property to the applicant.

(6) No change.

§ 36.4030 *Loan procedure after approval of Guaranty.* Upon receipt of the papers from the Administrator, the lender shall:

(a) Satisfy himself by title certificate, as defined in these regulations, as to the title to the property to be encumbered, *Provided*, That in the case of applications pursuant to section 501 (b) of the act an affidavit by the veteran may be accepted in lieu of such certificate if the amount of the loan does not exceed \$500.

(b) to (d) No change.

§ 36.4033 *Losses which are not guaranteed.*

(a) to (f) No change.

(g) The exercise of a right of reverter for breach of restrictive covenants.

§ 36.4036 *Legal action.* (a) The creditor shall not begin action in court or give notice of sale under power of sale, or repossess the property, real or personal, or otherwise take steps to terminate the debtor's rights in the property until the expiration of thirty (30) days after delivery to the Administrator of the notice of intention to foreclose, repossess or otherwise to so terminate the debtor's rights. Notwithstanding paragraph (a) of § 36.4034 such

notice may be given at any time after a default.

(b) No change.

§ 36.4042 *Refinancing and extension of guaranty.* (a) (1) In addition to the options available under §§ 36.4033 or 36.4041, the Administrator, upon receiving (i) notice of intention to foreclose by judicial proceedings or otherwise or to repossess the property, real or personal, or otherwise to terminate the debtor's rights therein, or (ii) a claim for a guaranty, shall be entitled to obtain a refinancing of the indebtedness by delivering notice of intention so to do to the creditor prior to the date upon which otherwise it would be proper for the creditor to proceed. Upon receipt from the Administrator of such notice of intention to obtain a refinancing the creditor's right to proceed shall be suspended for sixty (60) days from the date stated by the Administrator in such notice as the date on which the Administrator received the creditor's notice or claim.

(2) If within the sixty day period prescribed in subparagraph (1) of this paragraph, an offer is received by the creditor to pay, or to purchase the indebtedness at par and interest to date of closing, it shall be the duty of the creditor to forthwith accept such offer, to execute and deliver appropriate instruments without recourse, and to refrain from further proceedings, or repossession, or termination of the debtor's rights.

(3) When (i) a claim for guaranty is filed, or (ii) when a refinancing occurs and an offer is made as contemplated by subparagraphs (1) and (2) of this paragraph, the creditor shall not be entitled to treat payments theretofore made by the debtor, or another, as liquidated damages, or rentals, or otherwise than as payments on the indebtedness, notwithstanding any provision in the note, or mortgage, or otherwise, to the contrary.

(4) Nothing herein shall be construed to require a creditor to lend money for such refinancing, nor to affect guaranties issued prior to the effective date of this amendment.

(b) and (c) No change.

§ 36.4043 Subrogation.

(a) and (b) No change.

(c) The Administrator shall cause the instrument required by paragraph (b) of this section to be filed for record in the office of the recorder of deeds, or other appropriate office of the proper county, town, or state, in accordance with the applicable State law. The filing or failure to file such instrument for record shall have the legal results prescribed by the applicable law of the state where the real or personal property is situated, with respect to filing or failure to so file mortgages and other lien instruments and assignments thereof.

The references herein to "filing for record" include "registration" or any similar transaction, by whatever name designated when title to the encumbered property has been "registered" pursuant to a Torrens or other similar title registration system provided by law.

§ 36.4100 *Definitions.* (a) to (j) No change.

(k) "Reasonable normal value" is the price the property would ordinarily bring or the transaction would ordinarily cost in a contract between a willing and well informed buyer and a willing and well informed seller, both acting free from necessity and under circumstances not affected by economic or other conditions of an impermanent character.

(l) to (w) No change.

§ 36.4104 *Repairs, improvements, taxes, delinquent indebtedness, etc.*

(a) to (e) No change.

(f) "Delinquent indebtedness" means past due amounts of principal or interest (and without giving effect to any acceleration provisions) on an obligation secured in whole or in part by lien or liens on property of an eligible veteran and occupied as his home. (See § 36.4105 (a).) Each application to guarantee a loan purposed to pay delinquent indebtedness in excess of \$500 shall be supported by an appraisal of the reasonable normal value of the residential property which secures the delinquent loan. The reasonable normal value of any property on account of which a loan for delinquent indebtedness is to be guaranteed may not be exceeded by the aggregate amount outstanding on the obligations which it secures, and in the case of property acquired within six months of the date of the filing of the application, by the cost of such property to the applicant.

(g) No change.

§ 36.4108 *Mortgages required.*

(a) (1) to (4) No change.

(5) Increase derived from live-stock which is held as collateral is not required to be included in the lien and when so included may be disposed of by agreement between creditor and debtor without advising the Administrator of such disposition.

(b) and (c) No change.

§ 36.4132 *Construction loans.*

(a) to (i) No change.

(j) On an application made pursuant to section 501 for the guaranty of a loan for the construction on farm property of a unit to be occupied by the veteran as a home, in addition to the requirements prescribed in the foregoing paragraphs the appraisal report shall include appropriate data sufficient to afford a basis for estimating the effect such new building would have on the value of the farm, as is required in the case of repairs, alterations or improvements by paragraph (c) of § 36.4124.

§ 36.4133 *When guaranty does not apply.*

(a) to (f) No change.

(g) The exercise of a right of reverter for breach of restrictive covenants.

§ 36.4136 *Legal action.* (a) The creditor shall not begin action in court or give notice of sale under power of sale, or repossess the property, real or personal, or otherwise take steps to terminate the debtor's rights in the property until the expiration of thirty (30) days after delivery to the Administrator of the notice of intention to foreclose, repossess

or otherwise to so terminate the debtor's rights. Notwithstanding paragraph (a) of § 36.4134 such notice may be given at any time after default.

(b) No change.

§ 36.4142 *Refinancing and extension of guaranty.* (a) (1) In addition to the options available under § 36.4138 or § 36.4141, the Administrator, upon receiving (i) notice of intention to foreclose by judicial proceedings or otherwise or to repossess the property, real or personal, or otherwise to terminate the debtor's rights therein, or (ii) a claim for a guaranty, shall be entitled to obtain a refinancing of the indebtedness by delivering notice of intention so to do to the creditor prior to the date upon which otherwise it would be proper for the creditor to proceed. Upon receipt from the Administrator of such notice of intention to obtain a refinancing the creditor's right to proceed shall be suspended for sixty (60) days from the date stated by the Administrator in such notice as the date on which the Administrator received the creditor's notice or claim.

(2) If within the sixty-day period prescribed in subparagraph (1) of this paragraph, an offer is received by the creditor to pay, or to purchase the indebtedness at par and interest to date of closing, it shall be the duty of the creditor to forthwith accept such offer, to execute and deliver appropriate instruments without recourse, and to refrain from further proceedings, or repossession, or termination of the debtor's rights.

(3) When (i) a claim for guaranty is filed, or (ii) when a refinancing occurs and an offer is made as contemplated by subparagraphs (1) and (2) of this paragraph, the creditor shall not be entitled to treat payments theretofore made by the debtor, or another, as liquidated damages, or rentals, or otherwise than as payments on the indebtedness, notwithstanding any provision in the note, or mortgage, or otherwise, to the contrary.

(4) Nothing herein shall be construed to require a creditor to lend money for such refinancing, nor to affect guarantees issued prior to the effective date of this amendment.

(b) and (c) No change.

§ 36.4143 *Subrogation.*

(a) and (b) No change.

(c) The Administrator shall cause the instrument required by paragraph (b) of this section to be filed for record in the office of the recorder of deeds, or other appropriate office of the proper county, town, or state, in accordance with the applicable State law. The filing or failure to file such instrument for record shall have the legal results prescribed by the applicable law of the state where the real or personal property is situated, with respect to filing or failure to so file mortgages and other lien instruments and assignments thereof.

The references herein to "filing for record" include "registration" or any similar transaction, by whatever name designated when title to the encumbered property has been "registered" pursuant to a Torrens or other similar title registration system provided by law.

§ 36.4200 *Definitions.* (a) to (j) No change.

(k) (1) "Reasonable normal value" is the price the property would ordinarily bring or the transaction would ordinarily cost in a contract between a willing and well informed buyer and a willing and well informed seller, both acting free from necessity and under circumstances not affected by economic or other conditions of an impermanent character.

(2) No change.

(l) to (w) No change.

§ 36.4208 (a) *Loans for the purchase of business realty (land, building).* No change.

(b) *Mortgages required on business realty.* (1) to (4) No change.

(5) Increase derived from live-stock which is held as collateral is not required to be included in the lien, and when so included may be disposed of by agreement between creditor and debtor without advising the Administrator of such disposition.

§ 36.4232 *New building.* (a) When an application submitted pursuant to the procedure set forth in the foregoing §§ 36.4224 and 36.4225 relates to the guaranty of a loan covering the cost of new building for business purposes, the lender will also furnish the following:

(1) Complete plans and specifications for the proposed new building.

(2) An estimate, prepared by a qualified appraiser, of the fair market value of the property on which the improvements will be situated together with a separate estimate of the increased value of the property which will result from the improvements according to the plans and specifications. Such estimates of value are in addition to the appraiser's report of the "reasonable normal value".

(3) A copy of the agreement or agreements (which may be unsigned) on which the proceeds of the proposed loan will be disbursed.

(b) Upon the receipt of such papers the agency will follow the procedure prescribed in § 36.4226 and submit same to the Administrator for action under §§ 36.4227 and 36.4228.

(c) The borrower and lender may contract for the payment to the lender of a reasonable sum for the advance of funds during the construction and for the supervision or inspection of the new building.

(d) During the course of building the Administrator shall be entitled, at his expense, to cause such inspection of the construction work at such time or times as he may determine.

(e) The closing report required under § 36.4231 shall be forwarded within two months after completion of the new building and shall be accompanied with a statement by an appraiser on Finance Form 1803a stating that:

(1) He has inspected the building.

(2) The same has been built and completed in substantial conformity with the contract, plans and specifications, if any, and any authorized changes therein, permitted by these regulations.

(3) The increased value of the property as completed and which will be encumbered is substantially in accord with his estimate.

(f) Minor changes may be made in the plans and specifications or substitution of material of substantially equal quality or value, as the creditor, the debtor, and the builder (contractor) may agree if same are not of a major character and in the aggregate do not increase or decrease the cost more than five per centum of the contract price. This does not modify the provisions of § 36.4231. Changes or substitutions other than as herein stated must have the approval of the Administrator.

(g) Upon compliance with the requirements of this section and of §§ 36.4230 and 36.4231 relating to the guaranty becoming effective in other than new building cases, the loan guaranty certificate shall become effective as originally executed (and subject to § 36.4231), or as amended pursuant to approval of application therefor on Form 1862, Application to Amend Loan Guaranty Certificate.

(h) Compliance with paragraph (a) (2) and paragraph (e) of this section is not required in the case of loans not in excess of \$500.

§ 36.4233 *When guaranty does not apply.*

(a) to (f) No change.

(g) The exercise of a right of reverter for breach of restrictive covenants.

§ 36.4242 *Refinancing and extension of guaranty.* (a) (1) In addition to the options available under § 36.4238 or § 36.4241, the Administrator, upon receiving (i) notice of intention to foreclose by judicial proceedings or otherwise or to repossess the property, real or personal, or otherwise to terminate the debtor's rights therein, or (ii) a claim for a guaranty, shall be entitled to obtain a refinancing of the indebtedness by delivering notice of intention so to do to the creditor prior to the date upon which otherwise it would be proper for the creditor to proceed. Upon receipt from the Administrator of such notice of intention to obtain a refinancing the creditor's right to proceed shall be suspended for sixty (60) days from the date stated by the Administrator in such notice as the date on which the Administrator received the creditor's notice of claim.

(2) If within the sixty day period prescribed in subparagraph (1) of this paragraph, an offer is received by the creditor to pay, or to purchase the indebtedness at par and interest to date of closing, it shall be the duty of the creditor to forthwith accept such offer, to execute and deliver appropriate instruments without recourse, and to refrain from further proceedings, or repossession, or termination of the debtor's rights.

(3) When (i) a claim for guaranty is filed, or (ii) when a refinancing occurs and an offer is made as contemplated by subparagraphs (1) and (2) of this paragraph, the creditor shall not be entitled to treat payments theretofore made by the debtor, or another, as liquidated damages, or rentals, or otherwise than as payments on the indebtedness, notwithstanding any provision in the note, or mortgage, or otherwise, to the contrary.

(4) Nothing herein shall be construed to require a creditor to lend money for

such refinancing, nor to affect guarantees issued prior to the effective date of this amendment.

(b) and (c) No change.

§ 36.4243 *Subrogation.* (a) and (b) No change.

(c) The Administrator shall cause the instrument required by paragraph (b) of this section to be filed for record in the office of the recorder of deeds, or other appropriate office of the proper county, town, or state, in accordance with the applicable State law. The filing or failure to file such instrument for record shall have the legal results prescribed by the applicable law of the state where the real or personal property is situated, with respect to filing or failure to so file mortgages and other lien instruments and assignments thereof.

The references herein to "filing for record" include "registration" or any similar transaction, by whatever name designated when title to the encumbered property has been "registered" pursuant to a Torrens or other similar title registration system provided by law.

(58 Stat. 284)

[SEAL]

FRANK T. HINES,
Administrator.

JULY 26, 1945.

[F. R. Doc. 45-14013; Filed, July 31, 1945;
9:56 a. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

MISCELLANEOUS AMENDMENTS

By virtue of the authority vested in me by section 2 of the act of March 2, 1929, and by section 2 of the Coastwise Load Line Act, 1935, as amended (45 Stat. 1493, 49 Stat. 888, 1543, 55 Stat. 578; 46 U.S.C. 85a, 88a), and Executive Order 9083, dated February 28, 1942 (3 CFR, Cum. Supp.), the following amendments to the regulations are prescribed:

Subchapter E—Load Lines

PART 43—FOREIGN OR COASTWISE VOYAGE LOAD LINES FOR SAILING VESSELS

Section 43.68 *Lines to be used on sailing vessels in connection with the disk* is amended in the second sentence by changing the phrase "in the center of the disk" to "is the center of the disk."

PART 45—MERCHANT VESSELS WHEN ENGAGED IN A VOYAGE ON THE GREAT LAKES

LOAD LINES FOR STEAMERS

Section 45.40 is amended to read as follows:

§ 45.40 *Length of superstructure (S).* The length of a superstructure is the mean covered length of the parts of the superstructure which extend to the sides of the vessel and lie within lines drawn perpendicular to the extremities of the summer load water line, as defined in § 45.32.

PART 46—SUBDIVISION LOAD LINES FOR PASSENGER VESSELS

ADMINISTRATION

Section 46.024 *Plans and inspections of new and converted vessels* is amended

in the second undesignated paragraph by changing the title "Supervising Merchant Marine Inspector" to "District Coast Guard Officer."

Dated: July 30, 1945.

L. T. CHALKER,
Rear Admiral, U. S. C. G.,
Acting Commandant.

[F. R. Doc. 45-14063; Filed, July 31, 1945;
11:46 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[General Permit ODT 1-6]

PART 520—CONSERVATION OF RAIL EQUIPMENT EXCEPTIONS AND PERMITS

MERCHANDISE TRAFFIC

In accordance with the provisions of paragraph (g), § 500.2 of General Order O. D. T. No. 1, as amended, it is hereby authorized, that:

§ 520.8 *Loading of not less than five net tons of merchandise freight in refrigerator cars permitted under stated circumstances.* Notwithstanding the provisions of § 500.2 of General Order O. D. T. No. 1, as amended, any carrier by railroad may accept for shipment or forwarding, load or forward, from the city or town at which such car is originated, any RS type refrigerator car containing not less than five net tons of merchandise freight, when such car is forwarded westward to any destination in the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington or Wyoming, or to El Paso, Texas, and moves in the direction of the normal flow of empty refrigerator cars: *Provided, however,* That any such car shall move from point of origin direct to point of destination, by-passing all transfer stations and not stopping for transfer of the freight en route.

This General Permit ODT 1-6 shall become effective August 1, 1945.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; Gen. Order O. D. T. No. 1, as amended, 7 F.R. 3046, 3213, 3763, 9744)

Issued at Washington, D. C., this 31st day of July 1945.

J. M. JOHNSON,
Director,

Office of Defense Transportation.

[F. R. Doc. 45-14053; Filed, July 31, 1945;
11:18 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Office of the Secretary.

CLAIMS OF NATIVES OF HYDABURG, Klawock AND KAKE, ALASKA

JULY 27, 1945.

Statement of Facts

Hearings upon the petitions of the Indians of Hyaburg filed June 28,

1944), Klawock (filed April 7, 1942, amended July 6, 1944), and Kake (filed July 5, 1944), Alaska, pursuant to the provisions of § 201.21b of the Regulations for Protection of the Commercial Fisheries of Alaska, 1944, were scheduled to be held, respectively, on September 15, 20, and 25, 1944. Notice of the hearings appeared in three southeastern Alaska papers and in the FEDERAL REGISTER (9 F.R. 9171, July 26, 1944).

The Indians of Hyaburg asserted a claim to the exclusive use and occupancy of the following lands and waters:

The western shore of Prince of Wales Island from Waterfall to Cape Chacon; the eastern shore of Dall Island from Cape Muzon to the northern end of said island; the western shore thereof from the northernmost point thereof to Cape Lookout; the shores of Forrester Island and of all the islands lying between Prince of Wales Island and Dall Island; the waters and submerged land for a distance of three thousand (3,000) feet from said shores; the lakes and the streams emptying into said waters; and the unpatented lands drained thereby.

The Klawock petition claimed:

The western shore of Prince of Wales Island from Point Baker on the north to Waterfall on the south; the shores of all islands to the seaward including Baker Island, Suemez Island, and Kuiu Island south of Point Ellis on the west shore and south of Three Mile Arm on the east shore; and the names of the larger islands in this area are Baker Island, Suemez Island, San Fernando Island, Lulu Island, Noyes Island, St. Joseph Island group, Anguella Island group, Timbered Island, Coronation Island, Spanish Island, Warren Island, Hazy Island, and Kocelusko Island; the waters and submerged lands for a distance of three thousand (3,000) feet from said shores; the lakes and streams emptying into said waters; and the unpatented lands drained thereby.

The natives of Kake asserted exclusive claim to:

The northern shore of Kupreanof Island from Boulder Point to Cape Bendel, and the western shore from Cape Bendel to Sumner Strait including Hound Island and other adjacent islands, Turnabout Island off the northern shore of Kupreanof Island; the eastern shore of Kuiu Island from the southern end of Alvin Bay to Cornwallis Point including Keku Islets, Pup Island, Monte Carlo Island, Conclusion Island, Sumner Island, Strait Island and other adjacent islands; and the western shore from Cornwallis Point to the northern end of Port Malmesbury including Windfall Island and other adjacent islands; the southeastern shore of Admiralty Island from Point Brightman to Gambler Island including Elliott Island and other adjacent islands; the eastern shore of Baranof Island from (and including) Red Bluff Bay to (and including) Cape Ommaney; and the shores of Farragut Bay on the mainland of Alaska; the waters and submerged lands for a distance of three thousand (3,000) feet from said shores; the lakes and the streams emptying into said waters; and the unpatented lands drained thereby to a distance of three miles upland from the high-water mark;

The natives of Kake also asserted a claim to the use in common with other Tlingit bands of the following areas:

The shores of Kuiu Island south of Alvin Bay on the east and Port Malmesbury on the west; the shores of Seymour Canal on Admiralty Island, the mainland shore from Point Coke, on the north side of Holkham Bay, to Grant Point, on the south side of Farragut Bay, including the adjacent islands,

the shores of Red Bay on Prince of Wales Island; the waters and submerged lands for a distance of three thousand (3,000) feet from said shores; the lakes and the streams emptying into said waters; and the unpatented lands drained thereby to a distance of three miles upland from the mean high-water mark.

Rules of practice for the conduct of the hearings were published in 9 F.R. 10928 (September 6, 1944). All interested parties who desired to oppose the claims were afforded an opportunity to appear at the hearings. The Department of Agriculture was asked to be represented if it so desired.¹

The presiding officer permitted the Hydaburg petition to be amended to include the entire western shore of Dall Island. In addition to the hearings which were held in each of the villages, supplementary hearings were conducted on September 27-29, 1944, at Ketchikan, Alaska, and on November 15-21 at Seattle, Washington, at which testimony concerning all of the claims was taken. Upon order of the presiding officer, briefs were filed by all interested parties. The final report of the presiding officer was submitted to the Secretary on March 1, 1945, with copies to each of the parties. The petitioners filed exceptions thereto. A statement was submitted on April 6 by the Alaska Canned Salmon Industry in answer to the exceptions, and the presiding officer on April 12, 1945, transmitted to the Secretary his recommendations thereon.

Findings of Fact

The findings of the presiding officer are modified in the respects hereinafter noted and as so modified are hereby affirmed:

1. Findings Nos. 1st and 2nd of the presiding officer, as qualified by Finding No. 7th of the presiding officer, are affirmed.

2. Finding No. 3rd of the presiding officer is affirmed.

3. Finding No. 4 of the presiding officer² is modified by deleting the words

¹ Letter from Assistant Secretary Chapman, dated August 23, 1944, to the Secretary of Agriculture.

² 1. Petitioners or claimants have not established with respect to claimed right of exclusive use of tidal waters (for fishing), involved in the areas described in the petition, the exclusive possession of definable territory, in such areas, that is necessary to the recognition of such exclusive use claimed by them not being shown.

² 2. There has been an abandonment by claimants of an exclusive fishing right in tidal waters, claimed by petitioners, by acquiescence in the use of such waters for fishing by non-Indians.

² 3. Since aboriginal times the only fishing waters in the areas included within claimants' petitions, where claimants have asserted exclusive fishing rights are an unknown number of small streams and nearby bays and harbors.

² 4. Such evidence of aboriginal rights in tidal waters, produced at the hearings largely dealt with fishing uses to meet domestic food requirements, now not so essential, through a change in the Indian economic conditions, and this use is not shown to be substantially impaired under present conditions.

² 5. Within land areas described, in the three petitions, the claimants established a prima facie case of aboriginal right to possess-

"which are not upon evidence taken, capable of accurate or definite definition as to either the extent of the areas or boundaries thereof" and, as so modified, is affirmed.

4. Finding No. 5 of the presiding officer is modified, in the light of his recommendation of April 12, 1945, to read as follows, and, as so modified, is affirmed:

5. Towns and villages occupied as of the present time, may be said to have origin in aboriginal right, though in the case of *Hydaburg and Klawock* a change of situs has been had in recent times; some streams (Salmon), gardens, trapping grounds, forest areas for timber products, and other uses have continued to be made with claims to exclusive right of use.

With a change in Indian economic position and a reduction in population these uses have in part been abandoned.

5. Finding No. 6th is modified by deleting the words "not accurately defined" and, as so modified, is affirmed.

On the basis of the evidence adduced and available public records, the foregoing findings are further supplemented by the following additional findings:

6. The natives of Hydaburg, Klawock and Kake constitute, respectively, Indian communities organized along tribal lines and have been traditionally recognized as such by the Indians, by scientific observers, and by administrative authorities.

7. On May 17, 1884, and for decades prior thereto, the natives of Hydaburg exclusively occupied and exclusively claimed as their own the lands and waters set forth in the amended petition, totaling approximately 905,000 acres; the natives of Klawock similarly occupied and claimed the area set forth in their petition, except for Kuiu Island, totaling approximately 1,234,000 acres; and the natives of Kake similarly occupied and claimed the area set forth in their petition, except for Kuiu Island, totaling approximately 1,200,000 acres.

The native population of Hydaburg between 1836 and 1884 ranged from approximately 1,735 to approximately 647 at different times; the per capita acreage utilized and claimed thus ranged from approximately 525 to approximately 1,400 acres. In the same period the natives of Klawock numbered between 1,800 and 500. The population of Kake during this period ranged from approximately 800 to approximately 568. Thus, their per capita acreage amounted to between approximately 685 and 2,468 acres for Klawock; and between 1,500 acres and 2,112 acres for the natives of Kake. This compares with recognized aboriginal landholdings in the State of Washington averaging approximately 3,136 acres per

son and occupancy of some portions of the areas claimed which are not upon evidence taken, capable of accurate or definite definition as to either the extent of the areas or boundaries thereof.

² 6. Some areas, not accurately defined, are shown to be subject to occasional use as camps when the Indians are engaged in seasonal fishing and curing their catch; smoke-houses are more or less scattered through the areas in question, all of which uses appear based upon aboriginal possession with present, and past, basis in an exclusive use.

capita (at the time such recognition was first accorded), and in the United States as a whole averaging approximately 6,400 acres per capita. The natives of southeastern Alaska were able to maintain a relatively high standard of aboriginal subsistence in a relatively small area by reason of their advanced technology and trade, which included intensive use of fisheries, the preservation of large quantities of fish through drying and smoking, the building and navigation of the largest boats made in aboriginal North America, and the carrying on of extensive trade in dried fish, furs, copper, blankets, and other articles of handicraft along the coast from Oregon to the Aleutian Islands.

8. Since 1884 the natives of Hydaburg, Klawock and Kake have ceased to maintain exclusive occupancy of approximately 92 per cent of the foregoing described areas, either by reason of voluntary abandonment of lands once claimed or by acquiescence in the superior power and authority of the Federal Government in patenting or otherwise disposing of or controlling certain lands which effectively interfered with Indian use not only of the lands so disposed of but of other lands thereby separated from convenient access.

9. Decision on the areas, totaling approximately 2,008,000 acres, claimed by the natives of Kake in common with other bands of the Tlingit Tribe, and including all of Kuiu Island, exclusively claimed in part by the natives of Kake and in part by the natives of Klawock, is reserved in order to allow other bands to be heard.

10. From May 17, 1884, to the present day the natives of Hydaburg have continuously and exclusively occupied and used, and claimed as their property, an area in the immediate vicinity of the village of Hydaburg amounting to approximately 101,000 acres and described as follows:

Beginning at a point at the head of Soda Bay, approximate latitude 55°17' N., longitude 132°55' W.; from the initial point, at lowest low tide, westerly along the line of lowest low tide on the south shore of Soda Bay to a point opposite Halbut Nose; southeasterly along the line of lowest low tide on the north shore of North Pass and the east shore of Sukkwan Strait to Elk Point; northerly along the line of lowest low tide on the west shore of Hetta Inlet to a point one mile above Deer Bay; northerly and westerly along the divide at the head of the drainage into Sukkwan Strait and North Pass to the point of beginning; and Sukkwan Island; and including the rocks and islets within 3,000 feet from such shores; and further including all lakes within the foregoing areas, all inlets where the distance from shore to shore is less than 1,000 feet, all streams, and the waters within 500 yards of the mouth of each such stream as defined pursuant to the act of April 16, 1934 (48 Stat. 594, 48 U.S.C. secs. 232, 233); excepting from the foregoing any patented lands.

The natives of Klawock have, since May 17, 1884, continuously and exclusively occupied and used, and claimed as their property, the following area in the vicinity of the town of Klawock:

Beginning at a point one mile north of the mouth of the creek emptying into Tuxekan Passage, north of the town of Tuxekan

on Prince of Wales Island, on the east shore of Tuxekan Passage, in approximate latitude 55°55' N., longitude 133°15' W.; thence easterly and southwesterly along the line of lowest low tide on the east shores of Tuxekan Passage, Tonowek Narrows, and Tonowek Bay to a point of shore east of St. Philip Island; westerly to east shore of St. Philip Island; northwesterly, southwesterly and southeasterly along the shore of said island to point on east shore; easterly to point on Prince of Wales Island; easterly along the north shores of San Christoval Channel, San Alberto Bay, and Shinaku Inlet to a point on shore north of Wadleigh Island; southerly through the waters of Shinaku and Klawock Inlets east of Wadleigh Island and west of Klawock Island to a point on shore of Prince of Wales Island south of Klawock Island; southwesterly along the line of lowest low tide on the east shore of Klawock Inlet to a point approximately midway between the towns of Craig and Klawock, in approximate latitude 55°31' N., longitude 133°08' W.; southeasterly along the divide between Klawock Lake and Port St. Nicholas to a point on the divide between Klawock Lake and Twelvemile Arm; northerly along the divide to the divide east of Black Bear Lake; northwesterly along divide east of Black Bear Lake to a point one mile east of Big Salt Lake; westerly at a distance of one mile from shore along the north shores of Big Salt Lake, Shinaku Inlet, San Alberto Bay, and San Christoval Channel; northeasterly and westerly at a distance of one mile inland from shore, along the east shores of Tonowek Bay, Tonowek Narrows and Tuxekan Passage to a point one mile from shore north of the town of Tuxekan, westerly to point on shore one mile north of the mouth of creek north of town of Tuxekan and the place of beginning, together with the rocks and islets within 3,000 feet of said shores; and further including all lakes within the foregoing areas, all inlets where the distance from shore to shore is less than 1,000 feet, all streams, and the waters within 500 yards of the mouth of each such stream as defined pursuant to the act of April 16, 1934 (48 Stat. 594, 48 U.S.C. secs. 232, 233); excepting from the foregoing any patented lands; containing approximately 95,000 acres.

The natives of Kake have, since May 17, 1884, continuously and exclusively occupied and used, and claimed as their property, the following area in the vicinity of the town of Kake:

Beginning at a point on the north shore of Keku Strait, at the town of Kake, on the north end of Kupreanof Island, in approximate latitude 56°58' N., longitude 133°56' W.; thence southeasterly along line of lowest low tide on the north shores of Keku Strait and Hamilton Bay; westerly on south shore of Hamilton Bay to Hamilton Point; southeasterly and southerly along the north and east shores of Keku Strait to the south end of island on north shore of Sumner Strait; easterly one mile to a point on north shore of said strait; northerly at a distance of one mile from shore along the east shores of Keku Strait and Big John Bay to a point one mile east of north end of bay; northerly to a point one mile east of east end of Hamilton Bay; westerly to a point one mile from shore and five miles southeast of the town of Kake; northeasterly for a distance of two miles, to a point; northwesterly for a distance of ten miles, to a point; southwesterly for a distance of two miles, to a point one mile distant from shore; northerly and southeasterly at a distance of one mile from shore to a point near West Point; northerly one mile to a point at West Point on the south shore of Frederick Sound; westerly and southeasterly along line of lowest low tide on the south shore of Frederick Sound and north shore of

Keku Strait to the town of Kake and the place of beginning, including the rocks and islets within 3,000 feet of said shores; and further including all lakes within the foregoing areas, all inlets where the distance from shore to shore is less than 1,000 feet, all streams, and the waters within 500 yards of the mouth of each such stream as defined pursuant to the act of April 10, 1934 (48 Stat. 594, 48 U.S.C. secs. 232, 233); excepting from the foregoing any patented lands; containing approximately 77,000 acres.

11. The "natives of Hyدابurg" number today approximately 575;¹ and the per capita share of these natives in the area which has remained within their exclusive possession and use is approximately 180 acres. The per capita share of the natives of Klawock, numbering approximately 500,² amounts to approximately 190 acres, and that of the natives of Kake, who number approximately 380, amounts to approximately 200 acres. These areas compare with contemporary landholdings of Indians in the State of Washington averaging approximately 180 acres per capita, and of Indians in the continental United States as a whole averaging approximately 244 acres per capita.

12. The following areas have been effectually removed from Indian occupancy and possession by reason of extensive mineral entries, homestead patenting and other disposition of lands:

HYDABURG

Beginning at a point at the town of Sulzer on Hetta Inlet, approximate latitude 55°17' N., longitude 132°38' W.; thence southeasterly along trail to a point on the divide between Hetta Inlet and West Arm of Cholmondeley Sound; southeasterly along divide between Hetta Inlet and South Arm to the divide between Nutkwa Lagoon and Klakas Inlet; southwesterly along said divide to Keete Inlet; thence along ordinary high water on north shore of Keete Inlet and along shores of Nutkwa Inlet and Nutkwa Lagoon to Limo Point; thence northerly along ordinary high water on east shore of Hetta Inlet to Sulzer and the place of beginning; containing approximately 59,800 acres.

KLAWOCK

Beginning at a point at the town of Shakan on the north end of Koculuksa Island in approximate latitude 56°03' N., longitude 133°28' W.; thence northeasterly along ordinary high water on the east shore of Shakan Strait and easterly and southerly along the south and west shores of El Capitan Passage to Devilfish Bay; southwesterly along the north shore of Devilfish Bay to a point at the west end of said bay; westerly to the east shore of Shipley Bay; thence along ordinary high water on the north shore of Shipley Bay, east shore of Sumner Strait, and south shores of Shakan Bay and Shakan Strait to the town of Shakan and the place of beginning, containing approximately 27,600 acres.

Beginning at a point on the north shore of Shakan Bay west of Calder Bay on the north end of Prince of Wales Island, in approximate latitude 56°11' N., longitude 133°32' W.; thence northerly to the divide be-

tween Sumner Strait drainage on the north and the drainage of Calder Bay, Shakan Bay, Shakan Strait, and El Capitan Passage on the south; southeasterly along said divide to a point in approximate latitude 55°56' N., longitude 133°03' W.; southwesterly on the divide between Shakan Lake and Tuxekan Passage to a point one mile north of the mouth of creek emptying into Tuxekan Passage north of the town of Tuxekan; northwesterly along ordinary high water on east shore of Tuxekan Passage, east and north shores of El Capitan Passage, and the north shore of Shakan Bay to Calder Bay; thence along shore around Calder Bay and to the place of beginning, containing approximately 75,000 acres;

Marble Island, containing approximately 6,550 acres;

Baker Island, containing approximately 30,000 acres.

KAKE

Beginning at a point at Cape Ommamey on the southern end of Baranof Island, thence northerly along ordinary high water on the east shore of said island to Red Bluff Bay; northwesterly along the south shore of Red Bluff Bay to a stream near end of bay; southwesterly to the divide between Chatham Strait and the Pacific Ocean; southerly along said divide to Cape Ommamey and the place of beginning, containing approximately 131,800 acres.

13. As to all areas within the scope of the three petitions which are not covered by Findings 9, 10, and 12, totaling approximately 2,735,000 acres, the petitioners have ceased to maintain exclusive occupancy. Within this area, however, so far as claimed by the respective petitioners, each of the three native groups has continued to use existing trails and waterways, and to hunt, fish, gather natural resources, and trap, subject to applicable conservation regulations, except in relatively small areas disposed of by the Federal Government and thereafter closed to hunting, fishing, trapping, or trespass.

14. Such hunting, trapping, and fishing have been carried on by petitioners in common with all other citizens, except in those areas closed to commercial fishing where natives are legally entitled to take fish for subsistence purposes.

Petitioners have appealed from all the findings of fact of the presiding officer. Their appeal is rejected.

Conclusions of Law¹

I hereby affirm the following conclusions of law adopted by the presiding officer:

1. Occupancy necessary to establish aboriginal possession of land by an Indian tribe, band or individual Indian is a question of fact.

2. Lands included in the ancestral home of Indians in the sense that they constituted definable territory occupied exclusively by them are lands to which they have "Indian Title" until same is extinguished by the Congress.

3. The policy of the Government to respect the aboriginal possession of land by Indians applies to lands ceded by Russia, under the treaty of 1867, with the United States.

4. An Indian aboriginal claim to land will be recognized although it has no

¹ The population of the "natives of Hyدابurg" consists of the total number of Haldes in southeastern Alaska, minus the Haldes of Kasan, as compiled in the 1940 census.

² This figure, based on a survey made by the Bureau of Indian Affairs for the year ending June 30, 1935, is used instead of the latest statistics of the population so as to include members of the village who are temporarily absent.

¹ Opinion in this matter filed with the Division of the Federal Register.

basis in any treaty, statute, or other formal Government action.

5. Intent of Congress to extinguish Indian title through statutory enactment is not to be lightly implied, all doubts in the construction of the statute being resolved in favor of the Indians.

6. The policy of the United States in dealing with the Indians has been to accept the subdivisions of the Indians into such tribes or bands as the Indians themselves adopted, and to treat with them accordingly.

The presiding officer's conclusion concerning the abandonment of aboriginal rights is modified to read as follows:

7. Abandonment of an exclusive aboriginal right occurs when the aboriginal claimants have indicated a general consent to the participation by others in those rights. A right to hunt or fish in common with others, or any other non-exclusive aboriginal right, is not abandoned by the consent of the aboriginal claimants to participation by others in the exercise of such right.

The presiding officer's conclusions of law are supplemented by adding the following conclusions:

8. Those lands referred to in Findings 12 and 13 (3,066,000 acres) are legally open to disposition under applicable public land laws without encumbrance of Indian title.

9. The petitioners' possession of those lands referred to in Finding 4, and more precisely defined in Finding 10 (273,000 acres), is protected not only by the policy referred to in Conclusion 3 but also by the following statutes: Section 8 of the act of May 17, 1884 (23 Stat. 24); section 14 of the act of March 3, 1891 (26 Stat. 1101); act of May 14, 1898 (30 Stat. 409, 413); act of June 6, 1900 (31 Stat. 321, 330); and act of May 25, 1926 (44 Stat. 629).

10. All rights of petitioners in tidelands and inland waters and bays are subject to the public right of navigation.

HAROLD L. ICKES,
Secretary of the Interior.

[F. R. Doc. 45-14060; Filed, July 31, 1945;
11:28 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. G-649]

CITIES SERVICE GAS CO.

ORDER POSTPONING HEARING

JULY 27, 1945

It appears to the Commission that:

(a) By order of July 17, 1945, the Commission directed that a public hearing in the above-entitled matter be held at Kansas City, Missouri, commencing August 7, 1945.

(b) The time of the parties involved and travel by such persons will be conserved by postponing the public hearing in this proceeding as hereinafter ordered.

The Commission orders that:

The hearing heretofore ordered to be held in this matter commencing August 7, 1945, at 2:00 p. m. (c. w. t.) in Room

525, Federal Courts Building, Kansas City, Missouri, be and it is hereby postponed to commence on August 22, 1945, at 10:00 a. m. (c. w. t.) at the same place.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 45-14049; Filed July 31, 1945;
11:17 a. m.]

[Docket No. G-626]

INDEPENDENT INDUSTRIAL GAS CO. AND
CITIES SERVICE GAS CO.

ORDER CHANGING DATE AND PLACE OF HEARING

JULY 27, 1945.

It appears to the Commission that:

(a) By order of May 18, 1945, the Commission directed that a public hearing in the above-entitled matter be held at Washington, D. C., commencing September 6, 1945.

(b) The time of the parties involved and travel by such persons will be conserved by changing the date and place of the public hearing in this proceeding as hereinafter ordered.

The Commission orders that:

The hearing heretofore ordered to be held in this matter commencing September 6, 1945, at Washington, D. C., be held, instead, commencing on August 20, 1945, at 10 a. m. (c. w. t.), in Room 525, Federal Courts Building, Kansas City, Missouri.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 45-14050; Filed, July 31, 1945;
11:17 a. m.]

[Docket No. G-639]

KANSAS-NEBRASKA NATURAL GAS CO., INC.

ORDER CHANGING DATE AND PLACE OF HEARING

JULY 27, 1945.

It appears to the Commission that:

(a) By order of July 10, 1945, the Commission directed that a public hearing in the above-entitled matter be held at Washington, D. C., commencing August 15, 1945.

(b) The time of the parties involved and travel by such persons will be conserved by changing the date and place of the public hearing in this proceeding as hereinafter ordered.

The Commission orders that:

The hearing heretofore ordered to be held in this matter commencing August 15, 1945, at Washington, D. C., be held, instead, commencing on August 16, 1945, at 10:00 a. m. (c. w. t.) in Room 525 Federal Courts Building, Kansas City, Missouri.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 45-14051; Filed, July 31, 1945;
11:18 a. m.]

INTERSTATE COMMERCE COMMISSION.

[2d Rev. S. O. 300, Special Permit 18]

ICING OF POTATOES FROM HIGHTSTOWN, N. J., AND GREENPORT, LONG ISLAND, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph of Second Revised Service Order No. 300 (10 F.R. 6802), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Second Revised Service Order No. 300 insofar as it applies to the furnishing of initial icing and one reicing in transit only, on cars of potatoes, PFE 97395, shipped from Hightstown, N. J. (P. R. R.-D. L. & W.-Wab.); PFE 16158 and NRC 5608, shipped from Hightstown, N. J. (P. R. R.-Mich. Central); and PFE 27746, shipped from Greenport, Long Island, N. Y. (L. I.-D. L. & W.-Wab.), by F. H. Vahlsing, Inc., July 27, 1945, all consigned to Market Dealers Service, Detroit, Michigan.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of July 1945.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-14044; Filed, July 31, 1945;
11:17 a. m.]

[2d Rev. S. O. 300, Special Permit 10]

REFRIGERATION OF POTATOES FROM GREENPORT, LONG ISLAND, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph of Second Revised Service Order No. 300 (10 F.R. 6802), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Second Revised Service Order No. 300 insofar as it applies to the furnishing of standard refrigeration on cars FGE 37051, FGE 35304 and ART 21569, potatoes, shipped by F. H. Vahlsing, Inc., July 27 or 28, 1945, from Greenport, Long Island, New York, to N. Geraci & Company, Inc., Tampa, Florida. (L. I. RR.-P. R. R.-R. F. & P.-A. C. L.)

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to

the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of July 1945.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-14045; Filed, July 31, 1945;
11:17 a. m.]

[2d Rev. S. O. 300, Special Permit 20]

REFRIGERATION OF POTATOES FROM GREENPORT, LONG ISLAND, N. Y., AND FREEHOLD, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph of Second Revised Service Order No. 300 (10 F.R. 6802), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Second Revised Service Order No. 300 insofar as it applies to the furnishing of standard refrigeration on cars of potatoes, ART 21569, shipped from Greenport, L. I. (L. I.-P. R. R.-Sou.-F. E. C.) and WFE 65267 shipped from Freehold, N. J. (P. R. R.-Sou.-F. E. C.), both shipped July 27, 1945, by F. H. Vahlsing, Inc., consigned to Sidney Alterman, Port Everglades, Florida; ART 15869 and NWX 3089, both shipped July 27, 1945, by F. H. Vahlsing, Inc., from Greenport, L. I., consigned to N. Geraci & Company, Inc., Tampa, Florida. (L. I.-P. R. R.-E. F. & P.-A. C. L.). The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of July 1945.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-14046; Filed, July 31, 1945;
11:17 a. m.]

[2d Rev. S. O. 300, Special Permit 21]

ICING OF POTATOES FROM GREENPORT, LONG ISLAND, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph of Second Revised Service Order No. 300 (10 F.R. 6802), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Second Revised Service Order No. 300 insofar as it applies to the icing one time only of PFE 93788, potatoes, shipped July 26 by F. H. Vahlsing, from Greenport, Long Island,

routed L. I.-D. L. & W.-Wab. to Market Dealers Service, Detroit, Michigan.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of July 1945.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-14047; Filed, July 31, 1945;
11:17 a. m.]

[S. O. 332, Special Permit No. 5]

LOADING AND BILLING OF GARBAGE FROM LOS ANGELES, CALIF.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph of Service Order No. 332 (10 F.R. 8603), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 332 insofar as it applies to the loading and billing of not to exceed eleven (11) cars of garbage by or for the City of Los Angeles, California, and the movement of such cars when so loaded to Fontana Farms Company, Fontana, Calif., on Sunday, July 29.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of July 1945.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-14048; Filed, July 31, 1945;
11:17 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 5144]

MICHAEL ALBERT

In re: Estate of Michael Albert, deceased; file D-28-8335; E. T. sec. 9650.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended,

and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Babette Hartmann, Hubert Hartmann, Sebastian Hartmann, widow and surviving child or children (names unknown) of Hubert Hartmann, and widow and surviving child or children (names unknown) of Sebastian Hartmann, and each of them, in and to the estate of Michael Albert, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country (Germany), namely,

Nationals and Last Known Address

Babette Hartmann, Germany.
Hubert Hartmann, Germany.
Sebastian Hartmann, Germany.
Widow and surviving child or children (names unknown) of Hubert Hartmann, Germany.
Widow and surviving child or children (names unknown) of Sebastian Hartmann, Germany.

That such property is in the process of administration by Geo. Dickinson, Jr., Minnewaukan, North Dakota, as Administrator with Will Annexed of the estate of Michael Albert, deceased, acting under the judicial supervision of the County Court of Benson County, North Dakota;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14014; Filed, July 31, 1945; 10:32 a. m.]

[Vesting Order 5145]

HATTIE ELIZABETH ANDREAS

In re: Estate of Hattie Elizabeth Andreas, deceased; File D-28-9799; E. T. sec. 13801.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Martha Baumann, Erna Singer, and Manfred Singer, and each of them, in and to the Estate of Hattie Elizabeth Andreas, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Martha Baumann, Germany.

Erna Singer, Germany.

Manfred Singer, Germany.

That such property is in the process of administration by Russell Allen, as Executor, acting under the judicial supervision of the Court of Ordinary of Spalding County, Griffin, Georgia;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14015; Filed, July 31, 1945; 10:32 a. m.]

[Vesting Order 5146]

FREDERICK BRUGGEMANN

In re: Estate of Frederick Bruggemann, deceased; File No. D-28-8275; E. T. sec. 9452.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Marie Bruggemann in and to the estate of Frederick Bruggemann, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Marie Bruggemann, Germany.

That such property is in the process of administration by Herman Bruggemann, as Executor, acting under the judicial supervision of the Surrogate's Court of Westchester County, New York;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an

admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14016; Filed, July 31, 1945; 10:32 a. m.]

[Vesting Order 5147]

OTTO H. GROSS

In re: Estate of Otto H. Gross, deceased; File D-28-9480; E. T. sec. 12789.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Otto Gross in and to the Estate of Otto H. Gross, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Otto Gross, Germany.

That such property is in the process of administration by the Fidelity Trust Company, as Executor, acting under the judicial supervision of the Orphans' Court of Allegheny County, Pittsburgh, Pennsylvania;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein con-

tained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14017; Filed, July 31, 1945;
10:32 a. m.]

[Vesting Order 5148]

WILLIAM HOEGEMANN

In re: Estate of William Hoegemann, deceased; D-28-9646; E. T. sec. 13377.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Anna Hoegemann in and to the Estate of William Hoegemann, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Anna Hoegemann, Germany.

That such property is in the process of administration by Dr. Hildegard Buresch-Henke, as Executrix, acting under the judicial supervision of the Probate Court of Montgomery County, Alabama;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1, a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admis-

sion of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14018; Filed, July 31, 1945;
10:32 a. m.]

[Vesting Order 5149]

MAX KLEIN

In re: Estate of Max Klein, deceased; File D-6-1129; ET sec. 10414.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of "Mary" Klein in and to the Estate of Max Klein, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

"Mary" Klein, the name "Mary" being fictitious, Germany (Austria).

That such property is in the process of administration by James Egan, Public Administrator of New York County, as Administrator of the Estate of Max Klein, acting under the judicial supervision of the Surrogate's Court of New York County, New York;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein con-

tained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14019; Filed, July 31, 1945;
10:32 a. m.]

[Vesting Order 5150]

HEDWIG KNOLLMULLER

In re: Estate of Hedwig Knollmuller, deceased; File D-66-1971; E. T. sec. 11254.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All property of John Gubisch and Rosalia Gubisch Kleminger in the possession of Rosa Roberts, executrix of the will of Hedwig Knollmuller, deceased, including but not by way of limitation, the following:

1. One First Mortgage Bond on Bennett Building No. 51 for \$100.00.
2. One First Mortgage Bond on Randall Building Property No. 139 for \$100.00, also No. 230 for \$500.00.
3. One First Mortgage Bond on the Hampden Apartments No. 155 for \$100.00.
4. One General Mortgage Bond on the Lake Shore Properties No. 695 for \$100.00.
5. Certificate of Deposit No. 117 for one Helen Kay Building Property Bond No. 232 for \$100.00.
6. Certificate of Deposit No. 276 for two Clark Berwyn Building Property Bonds Nos. 138 and 139 for \$100.00 each.
7. Certificate of Deposit No. 2676 for one, 836 Montrose Avenue Building Property Bond No. 161 for \$500.00.
8. Certificate of Deposit No. 13526 for one Leona Property Bond No. 164 for \$100.00.
9. Certificate of Deposit No. 4832 for two Irving Apartment Property Bonds Nos. 132 and 133 each for \$500.00.
10. Certificate of Deposit No. 12743 for one Briar Property Bond No. A721 for \$500.00.
11. Certificate of Deposit No. 1606 for one Crenell Apartment Property Bond No. 213 for \$500.00.
12. Certificate of Deposit No. 1605 for two Kendale Apartment Property Bonds Nos. 374 and 375 for \$500.00 each.
13. Certificate of Deposit No. 1693 for one Dearborn Building Property Bond No. 678 for \$100.00.
14. Certificate of Deposit No. 1697 for one Hazelton Apartment Property Bond No. 123 for \$100.00.
15. Certificate of Deposit No. 1693 for one Rottee Apartment Property Bond No. 204 for \$500.00.
16. Certificate of Deposit No. 1694 for one Frances Building Property Bond No. 74 for \$100.00.

also

1. Certificate No. 204, of American National Bank and Trust Company for five shares Pine Terrace Building Corporation, an Illinois Corporation. No par value.
2. Trust Certificate No. 870, for 103 shares Common Stock 14 West Elm Building Corporation, an Illinois Corporation. No par value.

3. Trust Certificate No. 1363, 18 East Elm Hotel Building for 99 shares Common Stock, an Illinois Corporation. No par value.

4. Trust Certificate No. 213 for 33 shares Common Stock Hinman Manor Corporation, an Illinois Corporation. No par value.

5. Trust Certificate No. 150 for 20 shares Common Capital Stock 1147 Maple Corporation, an Illinois Corporation. No par value.

6. Check of the American National Bank and Trust Company to the order of Hedwig Knollmuller, as attorney-in-fact for Johan Gubisch and Rosalia Klessinger, for the sum of \$7.50 on account of the Pine Terrace Building Corporation.

7. Check of the Clar-Wyn Building Corporation to the order of Hedwig Knollmuller as said Attorney-in-fact for the sum of \$3.00—Dividend Account.

8. Check of December 7, 1939 of the American National Bank and Trust Company on 1147 Maple Building Corporation. \$4.00.

9. Check of June 27, 1939 of the American National Bank and Trust Company on 1147 Maple Building Corporation. \$4.00.

10. Check of July 10, 1939 of L. H. Krieter and W. J. Madden on 14 West Elm Building Corporation. \$36.05.

11. Check of December 22, 1939 of L. H. Krieter and W. J. Madden on 14 West Elm Building Corporation. \$15.45.

also

1. File of Jantha Plantation Company—Mexico.

2. Savings Deposit Book No. 1954 L. Kaufman & Company State Bank; with interest coupon No. 605 for \$3.50 Lake Shore Properties, and interest coupon No. 51 Bennett Building for \$3.25; with inventory in the Estate of Michael Peter, alias Michael Peter Gubisch, deceased, and photostat copy of Will.

3. Certain letters and miscellaneous correspondence addressed to Hedwig Knollmuller (unopened) as Attorney-in-Fact for Michael Peter Gubisch, deceased,

together with all rights in and to the property, debts or claims represented thereby and all rights incident to the ownership thereof, and any and all accretions thereon.

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

John Gubisch, Germany.

Rosalia Gubisch Klessinger, Germany.

That such property is in the process of administration by Rosa Roberts, 1617 McDaniels Street, Evanston, Illinois, as Executrix of the estate of Hedwig Knollmuller, deceased, acting under the judicial supervision of the Probate Court, County of Cook, State of Illinois;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such prop-

erty or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14020; Filed, July 31, 1945;
10:32 a. m.]

[Vesting Order 5151]

WALTER H. LINGENBERG

In re: Estate of Walter H. Lingenberg, deceased; File D-28-4053; E. T. sec. 11362.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Cornelia Lingenberg, Doris Lingenberg, and Margaret Lingenberg, and each of them, in and to the Estate of Walter H. Lingenberg, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Cornelia Lingenberg, Germany.

Doris Lingenberg, Germany.

Margaret Lingenberg, Germany.

That such property is in the process of administration by Mrs. Huberta M. Kretschmar, Administratrix of the Estate of Walter H. Lingenberg, acting under the judicial supervision of the Bergen County Orphan's Court, Hackensack, New Jersey;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an ap-

propriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14021; Filed, July 31, 1945;
10:33 a. m.]

[Vesting Order 5152]

FRANCIS X. ORTHEN

In re: Estate of Francis X. Orthen, deceased, and trust under the will of Francis X. Orthen, deceased; File D-28-7752; E. T. sec. 8352.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Minnie Orthen, Marion Greb, William Orthen, children, names unknown, of Marion Greb, children, names unknown, of William Orthen, children, names unknown, of Minnie Orthen, and each of them, in and to the estate of Francis X. Orthen, deceased, and the Trust created under the Will of Francis X. Orthen, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

National and Last Known Address

Minnie Orthen, Germany.

Marion Greb, Germany.

William Orthen, Germany.

Children, names unknown, of Marion Greb, Germany.

Children, names unknown, of William Orthen, Germany.

Children, names unknown, of Minnie Orthen, Germany.

That such property is in the process of administration by Peter Schlosser, 318 Gibson Street, Eau Claire, Wisconsin, as Executor, and Peter Schlosser and William H. Frawley, Jr., Frawley Building, Eau Claire, Wisconsin, as Trustees under the Will of Francis X. Orthen, deceased, acting under the judicial supervision of the County Court of Eau Claire County, Wisconsin;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14022; Filed July 31, 1945;
10:33 a. m.]

[Vesting Order 5153]

PETER JACOB PETERS

In re: Trust under the will of Peter Jacob Peters, deceased; file D-28-2343; E. T. sec. 3392.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Herman Peters, Wiebke Peters, Emma Peters, Christina Peters, Heinrich Peters, Heinrich Hencke, Johannes Hencke, Otto Hencke, Maria Thomsen, Emma Thomsen, Augusta Thomsen, Christina Thomsen, Alfrida Thomsen, Heinrich Thomsen, and Minnie Thomsen, and each of them, and the issue of each of them, in and to the trust under the will of Peter Jacob Peters, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Herman Peters, or his issue, Germany.
Wiebke Peters, or his issue, Germany.

Emma Peters, or her issue, Germany.
Christina Peters, or her issue, Germany.
Heinrich Peters, or his issue, Germany.
Heinrich Hencke, or his issue, Germany.
Johannes Hencke, or his issue, Germany.
Otto Hencke, or his issue, Germany.
Maria Thomsen, or her issue, Germany.
Emma Thomsen, or her issue, Germany.
Augusta Thomsen, or her issue, Germany.
Christina Thomsen, or her issue, Germany.
Alfrida Thomsen, or her issue, Germany.
Heinrich Thomsen, or his issue, Germany.
Minnie Thomsen, or her issue, Germany.

That such property is in the process of administration by W. G. Stevens, Remsen, Iowa, as Trustee of the trust under the Will of Peter Jacob Peters, deceased, acting under the judicial supervision of the District Court of Iowa in and for Plymouth County;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14023; Filed, July 31, 1945;
10:33 a. m.]

[Vesting Order 5154]

OTTO PFEFFER

In re: Estate of Otto Pfeffer, deceased; file D-28-9323; E. T. sec. 12316).

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Erna Pfeffer Schmidt, Alwine Bruckner and Klara Brunsbach (Brumsbach), and each of them, in and to the estate of Otto Pfeffer, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Erna Pfeffer Schmidt, Germany.
Alwine Bruckner, Germany.
Klara Brunsbach (Brumsbach), Germany.

That such property is in the process of administration by Alma Huppelsheuser, Corvington, Oklahoma, as Administratrix with Will Annexed of the estate of Otto Pfeffer, deceased, acting under the judicial supervision of the County Court of Garfield County, Oklahoma;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14024; Filed, July 31, 1945;
10:33 a. m.]

[Vesting Order 5155]

YEIKICHI SHIMIZU

In re Estate of Yeikichi Shimizu, also known as Henry Shimizu, deceased; File No. D-39-17335; E. T. sec. 9129.

Under the authority of the Trading with the Enemy Act, as amended, and

Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Shinzo Shimizu in and to the Estate of Yelkichi Shimizu, also known as Henry Shimizu, deceased,

is property payable or deliverable to, or claimed by a national of a designated enemy country, Japan, namely,

National and Last Known Address

Shinzo Shimizu, Japan.

That such property is in the process of administration by Kinzo Ohashi, as Domiliary and Ancillary Executor of the Estate of Yelkichi Shimizu, also known as Henry Shimizu, acting under the judicial supervision of the Surrogate's Court of New York County, New York and the Probate Court for the District of Norwalk, Connecticut;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Japan);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14025; Filed, July 31, 1945;
10:33 a. m.]

[Vesting Order 5156]

KARL STOLL

In re: Trust under the will of Karl Stoll, deceased; File D-28-6605; E. T. sec. 4516.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of George Stoll, Ernst August Stoll, Lilli Peters, Minchen Peters, Anna Schulz, Rieckschen Luetzel, Gredel Mueller and Lisa Peters, and each of them, in and to the Trust established under the Will of Karl Stoll, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely.

Nationals and Last Known Address

George Stoll, Germany.
Ernst August Stoll, Germany.
Lilli Peters, Germany.
Minchen Peters, Germany.
Anna Schulz, Germany.
Rieckschen Luetzel, Germany.
Gredel Mueller, Germany.
Lisa Peters, Germany.

That such property is in the process of administration by Abraham Karmel, Harry C. Adams, Gladys Stoll and Marjorie Stoll Manchon, surviving Trustees, acting under the judicial supervision of the Surrogate's Court, Westchester County, State of New York;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14026; Filed, July 31, 1945;
10:33 a. m.]

[Vesting Order 5157]

ANNA ZETERBERG

In re: Estate of Anna Zeterberg, deceased; File D-28-9747; E. T. sec. 13660.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Fritz Peters in and to the Estate of Anna Zeterberg, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Fritz Peters, Germany.

That such property is in the process of administration by Rupert P. Nills, as trustee, acting under the judicial supervision of the Orphans' Court of Pike County, Milford, Pennsylvania;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 23, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-14021; Filed, July 31, 1945;
10:33 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[Supp. Reg. 15, Order 48]

W. L. SMITH AND CO.

AUTHORIZATION OF MAXIMUM PRICES

Order No. 48 under section 1499.75 (a) (10) of Supplementary Regulation 15 to the General Maximum Price Regulation. W. L. Smith and Company Docket No. 6064-SR 15.75 (a) (10)-49.

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to § 1499.75 (a) (10) of Supplementary Regulation 15 to the General Maximum Price Regulation, It is ordered:

(a) *Maximum prices for sales at wholesale of certain footwear by W. L. Smith and Company*—(1) *Maximum prices.* On and after July 31, 1945, the maximum prices at which W. L. Smith and Company, 915 Virginia Street, Charleston, West Virginia, may sell and deliver at wholesale the footwear, specified below, made by Howard S. Rue and Sons, Inc., 835 North Nineteenth Street, Philadelphia, Pennsylvania, for which the manufacturer's maximum prices were adjusted by Order No. 11 issued under § 1499.75 (a) (10), shall be the maximum prices heretofore established for such footwear under the General Maximum Price Regulation increased by the following "OPA adjustment charges":

HOWARD S. RUE AND SONS, INC.

Style No.:	"OPA adjustment Charge" (per pair)
101	\$0.08
104	.03
111	.06

(2) *Invoicing of "OPA adjustment charges."* Any "OPA adjustment charge" listed in subparagraph (1), above, may be made and collected only if separately stated on the invoice accompanying each sale and delivery.

(b) *Maximum prices for sales at retail*—(1) *Sales subject to the General Maximum Price Regulation.* The maximum price for a sale or delivery at retail of any shoe listed in paragraph (a), above, shall be the retailer's maximum price previously established under the General Maximum Price Regulation and may not be increased by reason of the adjustment granted to W. L. Smith and Company under this Order. If a retailer has not previously established a maximum price under the General Maximum Price Regulation, he may not, in determining his maximum price, consider the "OPA adjustment charge" specified in subparagraph (a) (1), above, as part of his net unit replacement cost for such shoe.

(2) *Sales subject to Maximum Price Regulation 580.* The maximum price for a sale or delivery at retail of any shoe listed in paragraph (a), above, shall be the retailer's maximum price determined by applying to his invoice net cost, exclu-

sive of the "OPA adjustment charge" specified in paragraph (a), above, the applicable pricing rule of section 7 of Maximum Price Regulation 580. Such maximum price may not be increased by reason of the adjustment granted to W. L. Smith and Company under this Order.

(c) *Notification.* At the time of (or prior to) the first delivery of each shoe to a purchaser for resale on and after the effective date of this order, at a price adjusted in accordance with the terms of this order, the seller shall notify the purchaser in writing of the applicable method established by paragraph (b), above, for determining maximum prices for resale of the footwear. This notice may be given in any convenient form.

(d) All requests contained in the application not specifically granted by this order are hereby denied.

(e) The provisions of § 1499.2 of the General Maximum Price Regulation with respect to customary allowances, discounts, and other price differentials and payment of transportation costs apply to the maximum prices established by this order.

(f) This order may be amended, modified, revised or revoked by the Administrator at any time.

This order shall become effective July 31, 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13930; Filed, July 30, 1945; 11:42 a. m.]

ALDER COAL CO., ERLYN, KY., ALDER MINE, RIVER GEM SEAM, MINE INDEX No. 7423, WHITLEY COUNTY, KY., SUBDISTRICT 6, RAIL SHIPPING POINT: PLEASANT VIEW, KY., F. O. G. III, STRIP MINE, MAXIMUM TRUCK PRICE GROUP No. 5

	Size group Nos.												
	1	2	3	4	5	6	7	8	9	10	15,16,17	18	19, 20, 21
Price classification	K	K	K	K	H	H	G	E	C	E	D	M	M
Rail shipments and railroad fuel	235	229	239	239	375	375	345	345	345	400	330	235	230
Truck shipment	375	375	339	339	335	319	275	270					

GEORGE W. COMBS, DORTON, KY., COMBS COAL CO. MINE, ELSBORN No. 2 SEAM, MINE INDEX No. 7414, PINE COUNTY, KY., SUBDISTRICT 1, RAIL SHIPPING POINT: SHELBY GAP, KY., F. O. G. CI, DEEP MINE, MAXIMUM TRUCK PRICE GROUP No. 5

	K	K	K	K	H	H	G	E	C	C	D	G	G
Price classification													
Rail shipments and railroad fuel	235	375	235	235	239	319	339	329	320	335	315	310	230
Truck shipment	375	375	339	339	335	319	275	270					

CECIL HARDWICK, c/o W. C. BLACK, SPAIN, KY., CECIL HARDWICK MINE, No. 2 SEAM, MINE INDEX No. 7413, WAYNE COUNTY, KY., SUBDISTRICT 6, DEEP MINE, MAXIMUM TRUCK PRICE GROUP No. 5

	235	375	239	239	335	310	275	270					
Truck shipment													

J. P. HORNE, RAVEN, VA., HORNE MINE, JAWBONE SEAM, MINE INDEX No. 7412, BUCHANAN COUNTY, VA., SUBDISTRICT 8, RAIL SHIPPING POINT: OAKWOOD, VA., F. O. G. 139, DEEP MINE, MAXIMUM TRUCK PRICE GROUP No. 5

	M	M	M	M	K	K	J	F	G	E	D	K	K
Price classification													
Rail shipments and railroad fuel	235	235	239	239	375	375	339	339	339	335	315	230	235
Truck shipment	375	375	339	339	335	319	275	270					

MARTIN MCCOY, SALYERSVILLE, KY., MCCOY MINE, HAZARD No. 4 SEAM, MINE INDEX No. 1135, MAGOFFET COUNTY, KY., SUBDISTRICT 1, RAIL SHIPPING POINT: ROYALTON, KY., F. O. G. CI, DEEP MINE

	M	M	M	M	M	M	L	J	G	J	D	L	L
Price classification													
Rail shipment	235	235	239	239	335	339	325	315	315	375	315	230	235
Railroad fuel	235	235	239	239	335	339	325	325	325	375	315	230	235
Truck shipment*	375	375	339	339	335	319	275	270					

*Previously established.

PORTER ELKHORN COAL CO., c/o HENRY PORTER, ALLEN, KY., PORTER No. 11 MINE, ELKHORN No. 1 SEAM, MINE INDEX No. 7420, FLOYD COUNTY, KY., SUBDISTRICT 1, RAIL SHIPPING POINT: SALSBURY, KY., F. O. G. 61, DEEP MINE, MAXIMUM TRUCK PRICE GROUP No. 3

	Size group Nos.												
	1	2	3	4	5	6	7	8	9	10	15,16,17	18	19, 20, 21
Price classification.....	H	H	H	H	H	H	G	E	O	E	O	G	G
Rail shipments and railroad fuel.....	395	390	375	375	360	350	330	330	330	385	315	310	300
Truck shipment.....	420	400	365	365	335	315	275	270					295

PORTER ELKHORN COAL CO., c/o HENRY PORTER, ALLEN, KY., GOLDIA No. 3 MINE, ELKHORN No. 2 SEAM, MINE INDEX No. 7421, FLOYD COUNTY, KY., SUBDISTRICT 1, RAIL SHIPPING POINT: McDOWELL, KY., F. O. G. 61, DEEP MINE, MAXIMUM TRUCK PRICE GROUP No. 3

Price classification.....	H	H	H	H	H	H	G	E	O	E	O	G	G	G
Rail shipments and railroad fuel.....	395	390	375	375	360	350	330	330	330	385	315	310	300	G 295
Truck shipment.....	420	400	365	365	335	315	275	270	-----	-----	-----	-----	-----	-----

This order shall become effective July 31, 1945.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13992; Filed, July 30, 1945; 11:42 a. m.]

[MPR 136, Corr. to Amdt. 1 to Order 346]

DIAMOND T MOTOR CAR CO.

AUTHORIZATION OF MAXIMUM PRICES

The amendment to Order 346 under Revised Maximum Price Regulation 136, issued July 25, 1945, was erroneously designated as Amendment 1. It is hereby corrected to read Amendment 2.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13993; Filed, July 30, 1945; 11:43 a. m.]

[RMPR 136, Order 475]

NATHAN MFG. CO.

AUTHORIZATION OF MAXIMUM PRICES

Order No. 475 under Revised Maximum Price Regulation 136. Machines, parts, and industrial equipment. Nathan Manufacturing Company; Docket No. 6083-136.25a-134.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 21 of Revised Maximum Price Regulation 136, *It is ordered:*

(a) The maximum prices for sales by Nathan Manufacturing Company, New York, New York, of the brass goods described below shall be determined by multiplying the maximum net price which the Nathan Manufacturing Company had in effect to purchasers of the same class just prior to February 23, 1945, by 120%.

Class No.:	Description
6-----	Injector Repair Parts.
11-----	B. E. Lubricator Repair Parts.
1-----	Lifting Injectors.
4-----	Non-Lifting Injectors.
9-----	B. E. Lubricators Complete.

Class No.: Description

27-----	Valves and Parts.
20-----	Balanced Valves and Parts.
21-23-24--	Water Gauges and Fittings.
17-18-----	Boiler Checks.
25-----	Gauge Cocks.
34-----	Brass Oil Cups.
8-A-----	Atomizers.
	Miscellaneous.

(b) The maximum price for the sale by a reseller of the brass goods described in paragraph (b) hereof to any of his classes of purchasers shall be determined by adding to the maximum price which he had in effect to such class of purchaser just prior to February 23, 1945, the dollar-and-cents amount by which such reseller's net invoice cost of that commodity has been increased pursuant to paragraph (b) of this order.

(c) Nathan Manufacturing Company shall give notice in writing to its customers who purchase for resale the commodities described in paragraph (b) of this order of the dollar-and-cents amount by which its prices to such purchasers are increased pursuant to this order, and by which such purchasers' maximum prices for resale are increased. A copy of each such notice shall be filed with the Office of Price Administration, Washington 25, D. C.

(d) This order shall supersede Order No. L-62 under Maximum Price Regulation 136, as amended, issued to Nathan Manufacturing Company and effective February 23, 1945.

(e) All requests not granted herein are denied.

(f) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective as of February 23, 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13994; Filed, July 30, 1945; 11:43 a. m.]

[RMPR 136, Order 476]

CHERRY-BURRELL CORP.

AUTHORIZATION OF MAXIMUM PRICES

Order No. 476 under Revised Maximum Price Regulation 136. Machines, parts, and industrial equipment. Cherry-Burrell Corporation. Docket No. 6083-136.21-381.

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 21 of Revised Maximum Price Regulation 136; *It is ordered:*

(a) The maximum prices for sales by all persons of dairy equipment manufactured by Cherry-Burrell Corporation, Chicago, Illinois, shall be determined as follows: The seller (manufacturer or reseller) shall increase by 4.1% the maximum net price he had in effect to a purchaser of the same class on October 1, 1941.

(b) Cherry-Burrell Corporation shall notify each purchaser to whom it sells dairy equipment for resale of the percentage by which this order permits the reseller to increase his maximum net price. A copy of each such notice shall be filed with the Machinery Branch, Office of Price Administration, Washington 25, D. C.

(c) All requests not granted herein are denied.

(d) This order may be revoked or amended by the Price Administration at any time.

This order shall become effective July 31, 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13995; Filed, July 30, 1945; 11:43 a. m.]

[RMPR 136, Order 477]

BUD BOYCE

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328, and sections 9, 10 and 11 (c) of Revised Maximum Price Regulation 136, *It is ordered:*

(a) Bud Boyce, R. F. D. No. 1, Box No. 104, Windsor, California, may sell, f. o. b. plant, each Boyce trailer, described in subparagraph (1) below, at a price not to exceed \$59.50 plus federal excise tax, and state and local taxes on his sale or delivery of the trailer and the cost of transporting the trailer to the purchaser, if any.

(1) *Description.* One-wheel automotive trailer; overall dimensions 69" long x 42" wide x 32" high; equipped with 4.00 x 8 4-ply synthetic tire.

(b) Bud Boyce is authorized to suggest to resellers a resale price for the trailer described in paragraph (a) (1) consisting of the following:

(1) *Suggested resale price:* \$89.20.

(2) *Charges.* (1) A charge for transportation, if any, not to exceed the actual rail freight charge from the factory at Windsor, California, to the railroad freight receiving station nearest to the place of business of the reseller.

(ii) A charge equal to the charge made by Bud Boyce to cover federal excise taxes.

(iii) A charge equal to reseller's expense for payment of state and local taxes on the purchase, sale or delivery of the trailers.

(c) All requests not granted herein are denied.

(d) This order may be amended or revoked by the Administrator at any time.

NOTE: Where the manufacturer's invoice charge to the reseller is increased or decreased from the previous invoice charge because the manufacturer has a newly established price under section 8 of Revised Maximum Price Regulation 136, due to substantial changes in design, specifications or equipment of the trailer, the reseller may add to its price under paragraph (b) the increase in price, plus its customary markup on such a cost increase, but in case of a decrease in the price, the reseller must reduce its price under paragraph (b) by the amount of the decrease and its customary markup on such an amount.

This order shall become effective July 31, 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13996; Filed, July 30, 1945;
11:43 a. m.]

[MPR 188, Order 3 Under Rev. Order 2525]

LESTER PIANO CO.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and filed with the Division of the Federal Register, and pursuant to paragraph (d) (2) of Revised Order 2525 under § 1499.159b of Maximum Price Regulation No. 188, It is ordered:

(a) *Manufacturer's maximum prices for all sales except at retail.* The Lester Piano Manufacturing Co., Inc., 1553 Chestnut Street, Philadelphia 2, Pa., herein called the manufacturer may increase its maximum prices for sales of new pianos of its manufacture, in effect prior to October 7, 1944, to each class of purchaser, for all sales except sales at retail as follows:

(1) Subtract the Federal excise tax and any amount for freight which is included in the price.

(2) To this figure add 62.4% thereof.

(3) The result is the new maximum price to each class of purchaser. The Federal excise tax payable on that maximum price and any freight deducted may be added.

(b) *Maximum prices for sales at retail.* The maximum price for a sale or delivery by the manufacturer on or after the effective date of this order or by a retailer of a piano which he receives on or after the effective date of this order (except for a sale by mail order) is the total of the following, adjusted upward or downward to the nearest dollar.

(1) The manufacturer's highest maximum price to retailers as established under paragraph (a) of this order (exclusive of freight and Federal excise tax).

(2) 58% of that price (exclusive of freight and Federal excise tax).

(3) The amount of Federal excise tax payable by the manufacturer.

(4) The freight allowances indicated in paragraphs (e) (2) (i) and (e) (2) (ii) (a) of Revised Order 2525 under Maximum Price Regulation No. 188.

The maximum retail prices so computed include the Federal excise tax and the permissible charges for freight. No additional amounts may be added thereto on account of these terms. Each seller at retail shall continue to furnish the services he customarily furnished in March 1942 on the sale of a new piano, as, for example, free delivery, tuning, etc. In addition, a seller at retail shall continue in effect, terms, discounts, trade in and other allowances no less favorable to the purchaser than he allowed in March 1942. Local and state taxes and credit charges (in accordance with paragraph (i) of Revised Order 2525) may be added, together with other price differentials for which the seller at retail customarily made a separately stated charge during March 1942.

(e) Applicability of provisions of Revised Order 2525. The following paragraphs of Revised Order 2525 are specifically applicable to the pianos for which adjusted maximum prices are established by this order:

(c) Manufacturers' maximum prices for new or changed models.

(f) Tagging.

(k) Adjustment, correction, and revocation of maximum prices.

(i) Credit charges.

(j) Definitions.

(k) Relationship between this order, the General Maximum Price Regulation and Maximum Price Regulation No. 183.

(f) The revised maximum prices for sales by the manufacturer established by this order apply only to sales and deliveries made within the ninety days following the effective date of the order. The revised maximum retail prices established by this order apply to all pianos shipped by the manufacturer from his manufacturing plant within the ninety days following the effective date of this order.

This order shall become effective on the 30th day of July 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13997; Filed, July 30, 1945;
11:45 a. m.]

[MPR 188, Order 104 Under Order A-2]

QUALITY BROOM FACTORY

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to paragraph (a) (16) of Order No. A-2 under Section 1499.159b of Maximum Price Regulation No. 188; It is ordered:

(a) *Manufacturer's maximum prices.* Quality Broom Factory, of San Antonio, Texas, may add the following adjustment charges to its maximum prices in effect immediately before this order was issued for sales and deliveries to retailers, of the article listed below, which it manu-

factures, resulting in the following adjusted maximum prices:

Article	Weight	Maximum price	Adjustment permitted by Order No. 316 and Order No. 777 under MPR 188				Total adjusted maximum price to retailers
			Additional adjustment charge permitted by this order				
Household broom	Lb. 23	Doz. \$4.91	Doz. \$1.33	Doz. \$2.66	Doz. \$7.20		

The additional adjustment charge listed above may be made and collected only when it is separately stated on each invoice. The adjusted maximum prices are subject to the manufacturer's customary terms, discounts, allowances and other price differentials in effect during March 1942 on sales to each class of purchaser.

(b) *Maximum prices of purchasers for resale.* A person who hereafter buys an article covered by this order and resells it in substantially the same form may collect from his customer, in addition to his properly established maximum price in effect immediately before this order was issued, an adjustment charge in the same amount as the additional adjustment charge herein authorized for and which he pays to his supplier. If he does not have a maximum price in effect for the article at the time this order was issued, he may add the same adjustment charge to the maximum price which he hereafter establishes for his sales under the applicable regulation. If the applicable regulation requires the maximum price to be computed on the basis of cost, the reseller must find his maximum resale price (not including the permitted adjustment charge) by using as cost his invoice cost less any adjustment charge stated on the invoice as a separate amount. On all sales other than sales to ultimate consumers this additional adjustment charge may be made and collected only if it is separately stated on each invoice.

The adjusted maximum prices are subject to each seller's customary terms, discounts, and allowances on sales of the same or similar articles.

(c) *Notification.* At the time of, or prior to, the first invoice to a purchaser for resale on and after the effective date of this order, showing a price adjusted in accordance with the terms of this order, the seller shall notify the purchaser in writing of the method established by paragraph (b) of this order for determining adjusted maximum prices for resales of the article. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 31st day of July 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13998; Filed, July 30, 1945;
11:44 a. m.]

[MPR 188, Order 105 Under Order A-2]

ALAMO BROOM FACTORY

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to paragraph (a) (16) of Order No. A-2 under Section 1499.159b of Maximum Price Regulation No. 188; it is ordered:

(a) *Manufacturer's maximum prices.* Alamo Broom Factory of 510 Elmendorf Street, San Antonio, Texas, may add the following adjustment charges to its maximum prices in effect immediately before this order was issued, for sales and deliveries to retailers, of the article listed below, which it manufactures, resulting in the following adjusted maximum prices:

Article	Weight	Maximum price	Adjustment permitted by Order No. 216 and Order No. 77 under MPR 188		Total adjusted maximum price to retailers
			Doz.	Doz.	
Household broom.....	Lb. 26	\$5.00	Doz. \$1.28	Doz. \$1.04	\$7.32

The additional adjustment charge listed above may be made and collected only when it is separately stated on each invoice. The adjusted maximum prices are subject to the manufacturer's customary terms, discounts, allowances, and other price differentials in effect during March 1942 on sales to each class of purchaser.

(b) *Maximum prices of purchasers for resale.* A person who hereafter buys an article covered by this order and resells it in substantially the same form may collect from his customer, in addition to his properly established maximum price in effect immediately before this order was issued, an adjustment charge in the same amount as the additional adjustment charge herein authorized for and which he pays to his supplier. If he does not have a maximum price in effect for the article at the time this order was issued, he may add the same adjustment charge to the maximum price which he hereafter establishes for his sales under the applicable regulation. If the applicable regulation requires the maximum price to be computed on the basis of cost, the reseller must find his maximum resale price (not including the permitted adjustment charge) by using as cost his invoice cost less any adjusted charge stated on the invoice as a separate amount. On all sales other than sales to ultimate consumers this additional adjustment charge may be made and collected only if it is separately stated on each invoice.

The adjusted maximum prices are subject to each seller's customary terms, discounts, and allowances on sales of the same or similar articles.

(c) *Notification.* At the time of, or prior to, the first invoice to a purchaser for resale on and after the effective date

of this order, showing a price adjusted in accordance with the terms of this order, the seller shall notify the purchaser in writing of the method established by paragraph (b) of this order for determining adjusted maximum prices for resales of the article. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 31st day of July 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13999; Filed, July 30, 1945;
11:44 a. m.]

[MPR 188, Order 111 Under 2d Rev. Order A-3]

ALAMO BROOM FACTORY

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Second Revised Order No. A-3, under § 1499.159b of Maximum Price Regulation No. 188; it is ordered:

(a) *Manufacturer's maximum prices.* The Alamo Broom Factory of 510 Elmendorf Street, San Antonio, Texas, may add the following adjustment charges to its maximum prices in effect immediately before this order was issued, for sales and deliveries to retailers, of the articles listed below, which it manufactures, resulting in the following adjusted maximum prices:

Article	Weight	Maximum price	Adjustment permitted by Order No. 216 and Order No. 77 under MPR 188		Total adjusted maximum price to retailers
			Doz.	Doz.	
Warehouse broom.....	Lb. 36	\$7.00	Doz. \$1.78	Doz. \$1.72	\$10.50
	33	7.00	1.84	1.65	10.50

The additional adjustment charge listed above may be made and collected only when it is separately stated on each invoice. The adjusted maximum prices are subject to the manufacturer's customary terms, discounts, allowances, and other price differentials in effect during March 1942 on sales to each class of purchaser.

(b) *Maximum prices of purchasers for resale.* A person who hereafter buys an article covered by this order and resells it in substantially the same form may collect from his customer, in addition to his properly established maximum price in effect immediately before this order was issued, an adjustment charge in the same amount as the additional adjustment charge herein authorized for and which he pays to his supplier. If he does not have a maximum price in effect for the article at the time this order was issued, he may add the same adjust-

ment charge to the maximum price which he hereafter establishes for his sales under the applicable regulation. If the applicable regulation requires the maximum price to be computed on the basis of cost, the reseller must find his maximum resale price (not including the permitted adjustment charge) by using as cost his invoice cost less any adjustment charge stated on the invoice as a separate amount. On all sales other than sales to ultimate consumers this additional adjustment charge may be made and collected only if it is separately stated on each invoice.

The adjusted maximum prices are subject to each seller's customary terms, discounts, and allowances on sales of the same or similar articles.

(c) *Notification.* At the time of, or prior to, the first invoice to a purchaser for resale on and after the effective date of this order, showing a price adjusted in accordance with the terms of this order, the seller shall notify the purchaser in writing of the method established by paragraph (b) of this order for determining adjusted maximum prices for resales of the article. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 31st day of July 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-14000; Filed, July 30, 1945;
11:44 a. m.]

[MPR 188, Order 112 Under 2d Rev. Order A-3]

QUALITY BROOM FACTORY

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Second Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188, it is ordered:

(a) *Manufacturer's maximum prices.* Quality Broom Factory of San Antonio, Texas, may add the following adjustment charges to its maximum prices in effect immediately before this order was issued, for sales and deliveries to jobbers of the article listed below, which it manufactures, resulting in the following adjusted maximum prices:

Article	Weight	Maximum price	Adjustment permitted by Order No. 216 and Order No. 77 under MPR 188		Total adjusted maximum price to retailers
			Doz.	Doz.	
Warehouse broom.....	Lb. 36	\$6.39	Doz. \$1.72	Doz. \$0.99	\$9.10
	33				

The additional adjustment charge listed above may be made and collected

only when it is separately stated on each invoice. The adjusted maximum prices are subject to the manufacturer's customary terms, discounts, allowances, and other price differentials in effect during March 1942 on sales to each class of purchaser.

(b) *Maximum prices of purchasers for resale.* A person who hereafter buys an article covered by this order and resells it in substantially the same form may collect from his customer, in addition to his properly established maximum price in effect immediately before this order was issued, an adjustment charge in the same amount as the additional adjustment charge herein authorized for and which he pays to his supplier. If he does not have a maximum price in effect for the article at the time this order was issued, he may add the same adjustment charge to the maximum price which he hereafter establishes for his sales under the applicable regulation. If the applicable regulation requires the maximum price to be computed on the basis of cost, the reseller must find his maximum resale price (not including the permitted adjustment charge) by using as cost his invoice cost less any adjustment charge stated on the invoice as a separate amount. On all sales other than sales to ultimate consumers this additional adjustment charge may be made and collected only if it is separately stated on each invoice.

The adjusted maximum prices are subject to each seller's customary terms, discounts, and allowances on sales of the same or similar articles.

(c) *Notification.* At the time of, or prior to, the first invoice to a purchaser for resale on and after the effective date of this order, showing a price adjusted in accordance with the terms of this order, the seller shall notify the purchaser in writing of the method established by paragraph (b) of this order for determining adjusted maximum prices for resales of the article. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 31st day of July 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-14001; Filed, July 30, 1945;
11:45 a. m.]

[Order 86 Under Order 375 Under 3 (b)]

RUSSELL-TAYLOR, INC.

ESTABLISHMENT OF MAXIMUM PRICES

On January 11, 1945, Russell-Taylor, Inc., Detroit, Michigan, filed an application under paragraph (d) of Order 375 under § 1499.3 (b) of the General Maximum Price Regulation for the determination of a maximum price on "Devonshire Topping Vegetable Only", a vegetable fat product. A temporary Order No. L 17 was issued on February 23, 1945, establishing a maximum price for this product in ½ pints or gallons for a period of 60 days from the issuance day

thereof, which order was revised, effective March 10, 1945, after additional information was filed on February 27, 1945 and was further extended on June 10, 1945 for another period of 60 days from that date.

Due consideration has been given to the application, the additional data and the accounting survey made by the Office of Price Administration subsequent to the issuance of Order No. L 17, effective March 10, 1945, and an opinion in support of this order has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328 and in accordance with paragraph (d) of Order No. 375 under § 1499.3 (b) of the General Maximum Price Regulation; *It is hereby ordered:*

That the maximum prices for "Devonshire Topping Vegetable Only" and/or "Delsoy Topping" are as follows:

1. Delivered in the Metropolitan area of Detroit:

½ pint at wholesale to
retailers \$2.40 per gallon.
Quarts \$0.53 per quart.
Bulk \$2.20 per gallon.

2. Russell-Taylor, Inc., and other sellers at retail of "Devonshire Topping Vegetable Only", and/or "Delsoy Topping" in the Metropolitan Detroit area are permitted to sell this item at 18 cents a half pint in glass or paper containers.

3. Russell-Taylor, Inc., of Detroit, Michigan, is permitted to sell "Devonshire Topping Vegetable Only", and/or "Delsoy Topping" outside of the Metropolitan Detroit area at the following f. o. b. prices:

½ pint at wholesale \$2.40 per gallon.
Quarts \$0.53 per quart.
Bulk \$2.20 per gallon.

No additional charge may be added to the above prices for delivery or otherwise.

4. Sellers at retail of "Devonshire Topping Vegetable Only", and/or "Delsoy Topping" outside of the Metropolitan Detroit area are permitted to sell this item at the price paid their supplier not to exceed 15 cents per ½ pint plus transportation charges from Detroit but not including local hauling and unloading charges less all discounts except the discount for prompt payment plus 3 cents per ½ pint.

5. Russell-Taylor, Inc., of Detroit, Michigan, is required to give notice in writing to each person who has not made purchases prior to the issuance date of this order of the maximum prices herein fixed for its "Devonshire Topping Vegetable Only" and/or "Delsoy Topping" which notice shall be in the following form:

The Office of Price Administration has fixed the following maximum prices for "Devonshire Topping Vegetable Only" and/or "Delsoy Topping":

Per gallon
½ pint at wholesale to retailers within
the Metropolitan Detroit area \$2.40
Bulk quantities within the Metropolitan
Detroit area 2.20

If you are selling this product at retail within the Metropolitan Detroit area you are authorized to sell this item at 18 cents per ½ pint.

If you are selling this product at retail outside of the Metropolitan Detroit area you are permitted to sell this item at the price paid your supplier not to exceed 15 cents per ½ pint plus all transportation charges from Detroit except local hauling and unloading charges less all discounts except the discount for prompt payment plus 3 cents per ½ pint.

All prayers of the application not herein granted are denied.

This order may be revoked or amended at any time.

NOTE: This action has the prior written approval of the Secretary of Agriculture (10 F.R. 8410).

This order shall become effective July 31, 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-13891; Filed, July 30, 1945;
11:42 a. m.]

[MPR 530, Order 93]

BANCROFT CAP CO. AND WORCESTER CAP CO.

ESTABLISHMENT OF MAXIMUM PRICES

Order 99 to Maximum Price Regulation 580. Establishing ceiling prices at retail for branded articles. Docket No. 6063-580-13-93.

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to Section 13 of Maximum Price Regulation No. 580; *It is ordered:*

(a) The following ceiling prices are established for sales by any seller at retail of the following branded articles manufactured by Bancroft Cap Company also known as Worcester Cap Company, 641 Atlantic Avenue, Boston, Massachusetts, and described in the manufacturer's application dated May 31, 1945,

Article	Brand name	Style name	Manufacturer's price list	Ceiling price at retail
Military caps..	Bancroft.	Fighter T....	\$4.00	\$7.50
		Fighter E....	4.50	7.50
		Pak - Cap (Army).	9.00	13.00
		Pak - Cap (Navy).	4.25	7.50

(b) The retail ceiling prices contained in paragraph (a) shall apply in place of the ceiling prices which would otherwise be established under the pricing rules of Maximum Price Regulation No. 580.

(c) On and after August 30, 1945, Bancroft Cap Company also known as Worcester Cap Company, must mark each article listed in paragraph (a) with the retail ceiling price under this order, or attach to the article a label, tag or ticket stating the retail ceiling price. This mark or statement must be in the following form:

(Section 13, MPR 530)
OPA Retail Ceiling Price—\$-----

On and after September 20, 1945, no retailer may offer or sell the article unless it is marked or tagged in the form stated above. Prior to September 20, 1945, unless the article is marked or tagged in this form, the retailer shall comply with the marking, tagging and posting provisions of Maximum Price Regulation No. 580.

(d) On or before the first delivery to any purchaser for resale of each article listed in paragraph (a), the seller shall send the purchaser a copy of this order.

(e) Unless the context otherwise requires, the provisions of Maximum Price Regulation No. 580 shall apply to sales for which retail ceiling prices are established by this order.

(f) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 31, 1945.

Issued this 30th day of July 1945.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 45-14003; Filed, July 30, 1945;
11:45 a. m.]

[MPR 188, Order 4197]

MILLS BROTHERS

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of certain articles manufactured by Mills Brothers, 4100 West Fullerton Avenue, Chicago 39, Ill.

(1) For all sales and deliveries to the following classes of purchasers by the sellers indicated below, the maximum prices are those set forth below:

Article	No.	Maximum prices for sales by all persons to—		
		Whole-salers	Re-tailers	Con-sumers
Cigarette lighter.	Van Windproof Lighter No. 101.	Each \$0.90	Each \$1.20	Each \$2.00

These maximum prices are for the articles described in the manufacturer's application dated July 5, 1945.

(2) For sales by the manufacturer, the maximum prices apply to all sales and deliveries since Maximum Price Regulation No. 188 became applicable to those sales and deliveries. For sales to persons other than consumers they are f. o. b. factory, 2% 10 days, net 30. The maximum price to consumers is net, delivered.

(3) For sales by persons other than the manufacturer, the maximum prices apply to all sales and deliveries after the effective date of this order. Those prices are subject to each seller's customary

terms and conditions of sale on sales of similar articles.

(4) If the manufacturer wishes to make sales and deliveries to any other class of purchaser or on other terms and conditions of sale, he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method, § 1499.158 of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until maximum prices have been authorized by the Office of Price Administration.

(b) The manufacturer shall attach a tag or label to every article for which a maximum price for sales to consumers is established by this order. That tag or label shall contain the following statement:

OPA Retail Ceiling Price, \$2 Each
Do Not Detach

(c) At the time of, or prior to, the first invoice to each purchaser for resale, the seller shall notify the purchaser in writing of the maximum prices and conditions established by this order for sales by the purchaser. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 30th day of July 1945.

Issued this 30th day of July 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-14009; Filed, July 30, 1945;
3:57 p. m.]

[Rev. RO 13, Admin. Excep. Order 13; Rev. RO 16, Admin. Excep. Order 11; 2d Rev. RO 3, Admin. Excep. Order 6; Gen. RO 14, Admin. Excep. Order 5]

PHILIPPINE ISLAND INTERNEES IN U. S.

ISSUANCE OF WAR RATION BOOK 4

The provisions of these administrative exception orders shall be applicable only to local boards located within Region VIII.

Persons who have been interned in the Philippine Islands or who were prisoners of war in that area are currently being released from this internment or imprisonment and being returned to this country. On their arrival in this country some of these persons will be entitled to a War Ration Book 4 containing the last stamps to become valid under the various food rationing orders plus all stamps to become valid in the future. All other stamps, previously validated, some of which have not expired for consumer use, would be removed from the War Ration Book 4. However, these persons are suffering from serious dietary deficiencies and malnutrition and would be entitled under the several food rationing orders to apply for supplementary allowances of rationed foods due to their illness. In order to temporarily eliminate the immediate need for applications for supplementary allowances, and in order to facilitate the immediate granting of supplementary points to such persons, the following procedure is adopted:

It is hereby ordered, That all persons arriving in this country from the Philippine Islands from July 27 to July 31, 1945 who are entitled to a War Ration Book 4 may obtain a War Ration Book 4 containing the following stamps in addition to any other stamps to which they may be entitled.

1. Red Stamps Q-2 through Z-2, plus all red stamps not yet valid.

2. Blue Stamps Y-2 through Z-2, and A-1 through H-1, plus all blue stamps not yet valid.

3. Sugar Stamp 36.

This order shall become effective July 26, 1945, and shall expire July 31, 1945.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9334, 8 F.R. 5423, WPB Dir. No. 1, 7 F.R. 562; WPB Supp. Dir. 1-M, 7 F.R. 7234; WPB Supp. Dir. 1-T, 8 F.R. 1727, 8 F.R. 7440; Sec. of Agri. Food Dir. 3, 8 F.R. 2005, Food Dir. 5, 8 F.R. 2251, Food Dir. 6, 8 F.R. 3471, Food Dir. 7, 8 F.R. 3471, Food Dir. 8, 8 F.R. 7093)

Issued this 30th day of July 1945.

MAX McCULLOUGH,
Deputy Administrator for Rationing.

[F. R. Doc. 45-14008; Filed, July 30, 1945;
3:57 p. m.]

[RMFR 136, Order 478]

WILLYS-OVERLAND MOTORS, INC.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328, and sections 9, 10 and 11 (c) of Revised Maximum Price Regulation 136; *It is ordered:*

(a) The Willys-Overland Motors, Inc., may sell f. o. b. Toledo, Ohio, its Model CJ-2A Civilian Jeep including a four wheel drive at a price not to exceed the total of the wholesale price of \$817.50 plus the federal excise tax on the vehicle of \$46.53 and the applicable charges in subparagraph (1):

(1) *Charges—(i) Equipment.* A charge for extra, special and optional equipment not to exceed the following applicable charges including federal excise taxes:

Description	Net whole-sale price	Federal excise tax	Total including Federal tax
Body top—front.....	\$38.27	\$1.91	\$40.18
Body top—rear.....	21.33	1.07	22.40
Draw bar.....	5.18	.26	5.44
Governor.....	20.41	1.02	21.43
Heater.....	13.66	.65	13.71
Pintle hook.....	3.01	.15	3.16
Power take-off.....	68.60	3.40	71.40
Power take-off attachment—front.....	17.83	.89	18.72
Power take-off shield—front.....	1.46	.07	1.62
Pulley and pulley drive—rear.....	42.41	2.11	41.62
Radiator brush guard.....	3.08	.15	3.23
Seat—passenger.....	7.88	.39	8.27
Seat—rear.....	9.72	.49	10.21
Spare tire and tube.....	10.32	1.48	11.80

(ii) A charge equal to the manufacturer's cost for state and local taxes on its sale or delivery of the jeep.

(b) A distributor may sell, delivered at place of business, to dealers the Willys-Overland Model CJ-2A Civilian Jeep including a four wheel drive at a price not to exceed the total of the wholesale price of \$850.20 plus cost for federal excise tax on the vehicle of \$46.53 and the applicable charges in subparagraph (1) below.

(1) *Charges—(i) Equipment.* A charge for extra, special and optional equipment not to exceed the following applicable charges including federal excise taxes:

Description	Net whole-sale price	Federal excise tax	Total including Federal tax
Body top—front.....	\$39.82	\$1.91	\$41.73
Body top—rear.....	22.18	1.07	23.25
Draw bar.....	5.39	.26	5.65
Governor.....	21.22	1.02	22.24
Heater.....	13.58	.65	14.23
Pintle hook.....	3.13	.15	3.28
Power take-off.....	70.72	3.40	74.12
Power take-off attachment—front.....	19.06	.89	19.95
Power take-off shield—front.....	1.51	.07	1.58
Pulley and pulley drive—rear.....	43.00	2.11	45.01
Radiator brush guard.....	3.21	.15	3.36
Seat—Passenger.....	8.20	.39	8.59
Seat—rear.....	10.11	.49	10.60
Spare tire and tube.....	10.73	1.48	12.21

(ii) A charge for transportation not to exceed the actual rail freight charge at carload rate, by the most direct route, for the transportation of the jeep from the factory at Toledo, Ohio, to the railroad freight receiving station nearest to the place of business of the distributor;

(iii) A charge equal to cost for preparing and conditioning the jeep for delivery but not to exceed \$20.00;

(iv) A charge equal to the cost of state or local taxes on the purchase, sale or delivery of the jeep.

(c) A distributor or dealer may sell at retail the Willys-Overland Model CJ-2A Civilian Jeep including a four wheel drive at a price not to exceed the total of the retail list price of \$1,090.00 plus federal excise tax of \$46.53 on the vehicle and the applicable charges in subparagraph (1).

(1) *Charges—(i) Equipment.* A charge for extra, special and optional equipment not to exceed the following applicable charges including federal excise taxes:

Description	Retail list price	Federal excise tax	Total including Federal tax
Body top—front.....	\$51.05	\$1.91	\$52.96
Body top—rear.....	28.44	1.07	29.51
Draw bar.....	6.91	.26	7.17
Governor.....	27.21	1.02	28.23
Heater.....	17.41	.65	18.06
Pintle hook.....	4.01	.15	4.16
Power take-off.....	70.67	3.40	74.07
Power take-off attachment—front.....	24.44	.89	25.33
Power take-off shield—front.....	1.93	.07	2.00
Pulley and pulley drive—rear.....	53.28	2.11	55.39
Radiator brush guard.....	4.11	.15	4.26
Seat—passenger.....	10.51	.39	10.90
Seat—rear.....	12.99	.49	13.48
Spare tire and tube.....	13.76	1.48	15.24

(ii) A charge for transportation not to exceed the actual rail freight charge at carload rate, by the most direct route, for the transportation of the jeep from the factory at Toledo, Ohio, to the railroad freight receiving station nearest to the place of business of the seller;

(iii) A charge equal to cost for preparing and conditioning the jeep for delivery but not to exceed \$20.00;

(iv) A charge equal to the cost of state or local taxes on the purchase, sale or delivery of the jeep.

(d) A distributor or dealer in any territory or possession of the United States is authorized to sell the Willys-Overland Model CJ-2A Civilian Jeep including a four wheel drive at a price not to exceed the price in paragraph (b) or (c), whichever is applicable, to which it may add a sum equal to the expense incurred by or charged to it for payment of territorial and insular taxes on the purchase, sale or introduction of the jeep; export premiums; boxing and crating for export purposes; marine and war risk insurance; and landing, wharfage and terminal operations.

(e) *Sale at retail.* For the purpose of this order, a sale at retail means a sale by a distributor to a consumer and a sale by a dealer to a consumer and to another dealer.

(f) *Report.* The Willys-Overland Motors, Inc., shall furnish to the Automotive Branch, Office of Price Administration, Washington, D. C., not later than October 31, 1945, detailed total unit costs based on actual production during July, August and September 1945.

(g) All requests not granted herein are denied.

(h) This order may be amended or revoked by the Administrator at any time.

Note: Where the manufacturer's invoice charge to the reseller is increased or decreased from the previous invoice charge because the manufacturer has a newly established price under section 8 of Revised Maximum Price Regulation 138, due to substantial changes in design, specifications or equipment of the jeep, the reseller may add to its price under paragraph (b), (c) or (d) the increase in price, plus its customary markup on such a cost increase, but in case of a decrease in the price, the reseller must reduce its price under paragraph (b), (c) or (d) by the amount of the decrease and its customary markup on such an amount.

This order shall become effective July 30, 1945.

Issued this 30th day of July 1945.

JAMES F. BROWTHLEE,
Acting Administrator.

[F. R. Doc. 45-14010; Filed, July 30, 1945;
3:57 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-1114]

CONSUMERS POWER CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 30th day of July, A. D., 1945.

Notice is hereby given that Consumers Power Company, a public utility company and subsidiary of The Commonwealth & Southern Corporation, a registered holding company, has filed a declaration with this Commission pursuant to the Public Utility Holding Company Act of 1935.

All interested persons are referred to said document which is on file in the office of the Commission for a statement of the transactions therein proposed, which are summarized below:

Consumers Power Company proposes to issue and sell, at competitive bidding pursuant to Rule U-50 promulgated under the act, \$113,825,000 principal amount of First Mortgage Bonds, of a series bearing interest at a rate not to exceed 2½% per annum and maturing thirty years after date; and to borrow \$15,000,000 from banks on installment notes bearing interest at not to exceed 2¼% per annum and payable in 20 equal semi-annual installments. The proceeds of such sale of bonds and of such bank loans, together with approximately \$12,000,000 of funds on deposit with the Trustee and treasury funds are to be used to redeem and retire outstanding bonds and preferred stock of Consumers Power Company as follows:

Issue	Principal amount outstanding	Redemption price	Funds required, exclusive of accrued interest or dividends
First Mortgage Bonds 3½% Series of 1935 due (May 1) 1935.....	\$19,025,000	103½	\$19,537,375
3½% Series of 1935 due (November 1) 1935.....	15,153,000	100¾	15,337,945
3½% Series of 1935 due (November 1) 1935.....	21,832,000	103¾	22,673,150
3½% Series of 1935 due (November 1) 1935.....	17,915,000	103	18,245,250
Total.....	113,825,000		120,831,720
	Shares		
Preferred Stock, no par value \$5 Preferred.....	101,621	\$105	20,152,620
Total.....			140,833,720

In connection with the proposed financing, Consumers Power Company proposes, if so ordered by the Michigan Public Service Commission, to provide for the disposition of an amount of \$10,011,051, classified by the company as "Miscellaneous Intangible Capital", by applying \$2,383,830 in "Special Reserve" account at December 31, 1944, by amortizing \$5,059,035 of the balance of \$7,627,221 over a period of five years by monthly charges to operating expenses, and by amortizing the remaining balance of \$2,563,186 by charges to operating expenses at the rate of not less than \$180,000 per annum.

The filing has designated sections 6, 7 and 12 (c) of the act and Rules U-42 and U-50 as being applicable to the proposed transactions. It is stated in the filing that the installment notes proposed to be issued by Consumers Power Company are exempt from the competitive bidding requirements of Rule U-50.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to said matter and that said filing should not be granted or permitted to become effective except pursuant to further order of this Commission:

It is ordered, That a hearing on said matter under the applicable provisions of said act and the rules of the Commission promulgated thereunder be held at 11:00 a. m., e. v. t., on the 16th day of August 1945, at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania. On such date, the hearing room clerk in Room 318 will advise as to the room in which such hearing will be held. Any person desiring to be heard or otherwise wishing to participate in these proceedings shall file with the Secretary of the Commission on or before August 14, 1945 his request or application therefor as provided by Rule XVII of the Commission's rules of practice.

It is further ordered, That Henry C. Lank or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a Trial Examiner under the Commission's rules of practice.

It is further ordered, That, without limiting the scope of the issues presented by such filing, particular attention will be directed at such hearing to the following matters and questions:

1. Whether the proposed securities are reasonably adapted to the earning power and the security structure of Consumers Power Company and are necessary and appropriate to the economical and efficient operation of the business or businesses in which Consumers Power Company is presently engaged;

2. Whether the terms and conditions of the issue and sale of the securities are detrimental to the public interest or the interest of investors or consumers;

3. Whether the fees, commissions or other remunerations to be paid in connection with the proposed transactions are for necessary services and are reasonable in amount;

4. Whether it is necessary or appropriate to impose terms or conditions in the public interest or for the protection of investors or consumers in connection with the proposed transactions;

5. Whether the proposed accounting entries are appropriate and in conformity with the requirements of the act;

6. Generally, whether, in any respect, the proposed transactions are detrimental to the public interest or to the interest of investors or consumers or will tend to circumvent any provisions of the act or the rules, regulations or orders promulgated thereunder.

It is further ordered, That the Secretary of the Commission shall serve notice of the aforesaid hearing by mailing a copy of this order by registered mail to the declarant herein, The Commonwealth & Southern Corporation, the

Federal Power Commission and the Michigan Public Service Commission; and that notice of said hearing shall be given to all other persons by general release of this Commission which shall be distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935; and that further notice be given to all persons by publication of this order in the FEDERAL REGISTER.

By the Commission.

ORVAL L. DuBois,
Secretary.

[F. R. Doc. 45-13653; Filed, July 31, 1945;
11:52 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Notice and order of termination]

CHICAGO, ILL.

POSSESSION AND OPERATION OF PROPERTY OF MOTOR CARRIERS

Pursuant to the provisions of Executive Order 9554 (10 F.R. 5981); Notice and Order of Termination (10 F.R. 9482), issued on July 27, 1945, providing for the termination of possession and control by the United States of the motor carrier transportation systems of certain motor carriers in and about the city of Chicago, Illinois, effective at 12:01 o'clock a. m. on August 1, 1945, is hereby amended by changing the effective date thereof from 12:01 o'clock a. m. on August 1, 1945, to 12:01 o'clock a. m. on August 16, 1945. All other provisions of said notice and order of termination shall remain in full force and effect.

Issued at Washington, D. C., this 31st day of July 1945.

J. M. JOHNSON,
Director, Office of
Defense Transportation.

[F. R. Doc. 45-14052; Filed July 31, 1945;
11:18 a. m.]

SURPLUS PROPERTY BOARD.

[SPB Reg. 3, Order 20]

VIRGINIA AND WEST VIRGINIA

ALLOCATION OF TRUCKS FOR DISPOSAL TO FARMERS AND FARMERS' COOPERATIVES IN CERTAIN COUNTIES.

Pursuant to § 8303.4 of Surplus Property Board Regulation No. 3, entitled "Dispositions of Surplus Property in Rural Areas and to Farmers" (10 F.R. 5325) and in reliance upon the certificate of the Secretary of Agriculture to the Surplus Property Board that farm production is impaired or threatened to be impaired in the area named below by a shortage of trucks; *It is hereby ordered,* That:

The Department of Commerce, as disposal agency, shall allocate for disposal to farmers and farmers' cooperative associations holding certificates of the Agricultural Adjustment Agency and lo-

cated in Albemarle, Augusta, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Greene, King George, Loudoun, Madison, Orange, Page, Prince William, Rappahannock, Rockingham, Shenandoah, Spotsylvania, Stafford, and Warren Counties, Virginia, and Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton Counties, West Virginia, 150 one-and-one-half-ton cargo trucks, and 7 one-and-one-half-ton stake-boddy trucks, and shall without regard to the requirements of Surplus Property Board Regulation No. 2 (10 F.R. 5104, 8911) take immediate steps so to dispose of such property by the methods provided in § 8303.4 (c).

This order shall become effective immediately.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JULY 27, 1945.

[F. R. Doc. 45-14064; Filed, July 31, 1945;
11:57 a. m.]

[SPB Reg. 3, Order 21]

PENNSYLVANIA

ALLOCATION OF TRUCKS FOR DISPOSAL TO FARMERS AND FARMERS' COOPERATIVES IN CERTAIN COUNTIES

Pursuant to § 8303.4 of Surplus Property Board Regulation No. 3, entitled "Dispositions of Surplus Property in Rural Areas and to Farmers" (10 F.R. 5325) and in reliance upon the certificate of the Secretary of Agriculture to the Surplus Property Board that farm production is impaired or threatened to be impaired in the area named below by a shortage of trucks; *It is hereby ordered,* That:

The Department of Commerce, as disposal agency, shall allocate for disposal to farmers and farmers' cooperative associations holding certificates of the Agricultural Adjustment Agency and located in Franklin, Adams, York, Lancaster, Mifflin, Juniata, Union, Snyder, Northumberland, Montour, Columbia, Cumberland, and Lebanon Counties, Pennsylvania, 56 one-and-one-half-ton cargo trucks, 15 one-and-one-half-ton stake trucks, and 2 one-half-ton pickup trucks, and shall without regard to the requirements of Surplus Property Board Regulation No. 2 (10 F.R. 5104, 8911) take immediate steps so to dispose of such property by the methods provided in § 8303.4 (c).

This order shall become effective immediately.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JULY 27, 1945.

[F. R. Doc. 45-14065; Filed, July 31, 1945;
11:58 a. m.]

[SPB Reg. 3, Order 23]

IOWA

ALLOCATION OF TRUCKS FOR DISPOSAL TO FARMERS AND FARMERS' COOPERATIVES IN CERTAIN COUNTIES

Pursuant to § 8303.4 of Surplus Property Board Regulation No. 3, entitled

"Dispositions of Surplus Property in Rural Areas and to Farmers" (10 F.R. 5325) and in reliance upon the certificate of the Secretary of Agriculture to the Surplus Property Board that farm production is impaired or threatened to be impaired in the area named below by a shortage of trucks; *It is hereby ordered, That:*

The Department of Commerce, as disposal agency, shall allocate for disposal to farmers and farmers' cooperative associations holding certificates of the Agricultural Adjustment Agency and located in Sac, Carroll, Greene, Hamilton, Boone, Dallas, Polk, Jasper, Poweshiek, Iowa, Benton, Tama, Marshall, Story, Hardin, Grundy, Black Hawk, Bremer, Butler, and Franklin Counties, Iowa, 24 one-half-ton weapon carrier trucks, 70 one-and-one-half-ton cargo trucks, 5 one-and-one-half-ton dump trucks, 5 one-and-one-half-ton cargo-stake-and-platform trucks, and 10 one-half-ton command radio trucks, and shall without regard to the requirements of Surplus Property Board Regulation No. 2 (10 F.R. 5104, 8911) take immediate steps so to dispose of such property by the methods provided in § 8303.4 (c).

This order shall become effective immediately.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JULY 27, 1945.

[F. R. Doc. 45-14066; Filed, July 31, 1945;
11:58 a. m.]

[SPB Reg. 3, Order 23]

NEBRASKA

ALLOCATION OF TRUCKS FOR DISPOSAL TO FARMERS AND FARMERS' COOPERATIVES IN CERTAIN COUNTIES

Pursuant to § 8303.4 of Surplus Property Board Regulation No. 3, entitled "Dispositions of Surplus Property in Rural Areas and to Farmers" (10 F.R. 5325) and in reliance upon the certificate of the Secretary of Agriculture to the Surplus Property Board that farm production is impaired or threatened to be impaired in the area named below by a shortage of trucks; *It is hereby ordered, That:*

The Department of Commerce, as disposal agency, shall allocate for disposal to farmers and farmers' cooperative associations holding certificates of the Agricultural Adjustment Agency and located in Colfax, Dodge, Washington, Douglas, Sarpy, Polk, Butler, Saunders, Hamilton, Clay, Nuckolls, York, Fillmore, Thayer, Seward, Saline, Jefferson, Lancaster, Gage, Cass, Otoe, Johnson, Nemaha, Pawnee, and Richardson Counties, Nebraska, 10 one-half-ton command reconnaissance trucks, 16 one-half-ton weapon carrier trucks, 68 one-and-one-half-ton cargo trucks, 18 one-and-one-half-ton dump trucks, and 5 one-and-one-half-ton cargo-stake-and-platform trucks, and shall without regard to the requirements of Surplus Property Board Regulation No. 2 (10 F.R. 5104, 8911) take immediate steps so to dispose of such property by the methods provided in § 8303.4 (c).

No. 152—7

This order shall become effective immediately.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JULY 27, 1945.

[F. R. Doc. 45-14067; Filed, July 31, 1945;
11:58 a. m.]

[SPB Reg. 3, Order 24]

MISSOURI

ALLOCATION OF TRUCKS FOR DISPOSAL TO FARMERS AND FARMERS' COOPERATIVES IN CERTAIN COUNTIES

Pursuant to § 8303.4 of Surplus Property Board Regulation No. 3, entitled "Dispositions of Surplus Property in Rural Areas and to Farmers" (10 F.R. 5325) and in reliance upon the certificate of the Secretary of Agriculture to the Surplus Property Board that farm production is impaired or threatened to be impaired in the areas named below by a shortage of trucks; *It is hereby ordered, That:*

1. The Department of Commerce, as disposal agency, shall allocate for disposal to farmers and farmers' cooperative associations holding certificates of the Agricultural Adjustment Agency and located in Newton, McDonald, Lawrence, Barry, Polk, Greene, Christian, Stone, Taney, Dallas, Webster, Douglas, Jasper, Ozark, Laclede, Wright, Texas, and Howell Counties, Missouri, 18 one-half-ton command radio trucks, 8 one-half-ton weapon carrier trucks, 45 one-and-one-half-ton cargo trucks, 3 one-and-one-half-ton cargo-stake-and-platform trucks, and 2 one-and-one-half-ton dump trucks, and shall without regard to the requirements of Surplus Property Board Regulation No. 2 (10 F.R. 5104, 8911) take immediate steps so to dispose of such property by the methods provided in § 8303.4 (c).

2. The Department of Commerce, as disposal agency, shall allocate for disposal to farmers and farmers' cooperative associations holding certificates of the Agricultural Adjustment Agency and located in Scotland, Clark, Adair, Knox, Lewis, Linn, Macon, Shelby, Marion, Charlton, Randolph, Monroe, Ralls, Audrain, Pike, Boone, Callaway, Montgomery and Lincoln Counties, Missouri, 12 one-half-ton command reconnaissance trucks, 27 one-half-ton weapon carrier trucks, 42 one-and-one-half-ton cargo trucks, 6 one-and-one-half-ton dump trucks, and 2 one-and-one-half-ton cargo-stake-and-platform trucks, and shall without regard to the requirements of Surplus Property Board Regulation No. 2 (10 F.R. 5104, 8911) take immediate steps so to dispose of such property by the methods provided in § 8303.4 (c).

This order shall become effective immediately.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JULY 27, 1945.

[F. R. Doc. 45-14068; Filed, July 31, 1945;
11:58 a. m.]

UNITED STATES COAST GUARD.

APPROVAL AND WITHDRAWAL OF APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R. S. 4405, 4417a, 4426, 4433, 4470, 4479, 4481, 4483, and 4491, as amended, 49 Stat. 1544, 54 Stat. 1028 (46 U. S. C. 367, 375, 391a, 404, 411, 463, 472, 474, 481, 489, 463a), and Executive Order 9083, dated February 28, 1942 (3 CFR, Cum. Supp.), the following approval and withdrawal of approval of equipment are prescribed:

BILGE PUMP FOR LIFEBOATS

No. 1 wing bilge pump for lifeboats, not exceeding 330 cubic feet capacity (U. S. C. G. Size No. 1) (Dwg. No. 270, dated 7 June, 1945), manufactured by the Allied Marine Equipment Division, Tap-Rite Products Corp., Hackensack, N. J.

DAVIT

Stewart Mechanical Davit, Size 2X-7-0-L (General Arrangement Dwg. No. 229-D, dated 1 May, 1943) (Working load of 7,500 pounds per arm, 15,000 pounds per set), submitted by the Landley Company Inc., 15 Park Row, New York, N. Y. (Superseded approval 5 July, 1945, 10 F. R. 8331)

FEEDWATER REGULATOR

"Pepco-Campbell" Marine Feedwater Regulating and Signalling System (Dwg. No. 300-1, rev. 1, Series 30, 300 pounds working pressure, and Dwg. No. 600-1, rev. 1, Series 60, 600 pounds working pressure), submitted by Proctor Engineering Co., 106 Key Highway, Baltimore, Maryland.

FIRE EXTINGUISHERS

Hydregarde 2½ gallon, liquid, carbon dioxide cartridge type fire extinguisher (Assembly Dwg. No. C-8612, dated 23 June, 1937, rev. 3, dated 8 June, 1945), manufactured by Pyrene Manufacturing Co., Newark, New Jersey.

Wintergarde 2½ gallon, anti-freeze liquid, carbon dioxide cartridge type fire extinguisher (Assembly Dwg. No. C-8380, dated 5 January, 1937, rev. 4, dated 8 June, 1945), manufactured by Pyrene Manufacturing Co., Newark, New Jersey.

GAS MASK

Acme Type FD all-purpose Gas Mask (Bureau of Mines approval No. 1436; consisting of EM-1436 canister, BM-1435 times, EM-1435 canister harness, and BM-1418 facepiece with BM-1418 head harness or BM-1418A facepiece with BM-1418A head harness), manufactured by Acme Protection Equipment Company, Inc., 3616 Liberty Avenue, Pittsburgh 1, Pa.

LUMINOUS MARKING FOR INTERIOR ACCOMMODATIONS

Luminous marking, designated Type C, without adhesive, submitted by Century Lighting Company, 419 West 55th Street, New York 19, N. Y., attached with Slomon's Adhesive No. 69-10, manufactured by Slomons Laboratories, 31-27 Thompson Avenue, Long Island City 1, New York.

SIGNALING MIRROR

Scotchlite type, size 20, emergency signaling mirror, manufactured by General Electric Co., Trumbull Lamp Works, 1313 West Market Street, Warren, Ohio.

WITHDRAWAL OF APPROVAL

Coast Guard approval of the following items of equipment is withdrawn:

SAFETY VALVES

Crane pop safety valve, manufactured by Crane Company, 838 So. Michigan Ave., Chicago, Ill. (Original approval 1935)

Crane pop safety valve (improvement), manufactured by Crane Company, 836 So. Michigan Ave., Chicago, Ill. (Original approval 1915)

Safety valves, Nos. 1117-DR, 117½-H, 1119, and 1119½, manufactured by Crane Company, 836 So. Michigan Ave., Chicago, Ill. (Original approval 1928)

Spring safety valve, manufactured by Scott Safety Valve Mfg. Co., Detroit, Michigan. (Original approval 1892, 1919)

Safety valves, catalogue Nos. 147, 238, and 330, manufactured by Scott Safety Valve Mfg. Co., Detroit, Michigan. (Original approval 1929)

(Notwithstanding the withdrawal of approvals, any of the foregoing safety valves now in use may be continued in service, provided such valves are in good and serviceable condition.)

Dated: July 30, 1945.

L. T. CHALKER,
Rear Admiral, U. S. C. G.,
Acting Commandant.

[F. R. Doc. 45-14062; Filed, July 31, 1945;
11:45 a. m.]

WAR MANPOWER COMMISSION.

SYRACUSE, N. Y., AREA

EMPLOYMENT STABILIZATION PROGRAM

The following employment stabilization program for Syracuse Area is hereby prescribed, pursuant to § 907.3 (g) of War Manpower Commission Regulation No. 7, "Governing Employment Stabilization Program," effective August 16, 1943 (8 F.R. 11338).

Sec.

1. Purpose.
2. Definitions.
3. Control of hiring and solicitation of workers.
4. Responsibilities of Management-Labor Committee.
5. Encouragement of local initiative and use of existing hiring channels.
6. General.
7. Issuance of statements of availability by employers.
8. Issuance of statement of availability by United States Employment Service.
9. Surrender, filing and inspection of statements of availability or referral card.
10. Referral in case of under-utilization.
11. Workers who may be hired only upon referral by the United States Employment Service.
12. Standards governing referral of male workers subject to priority referral.
13. Assignment of priority ratings.
14. Employment ceilings.
15. General referral policies.
16. Soliciting and advertising.
17. Control of in-migration.
18. Railroad employment.
19. Federal employment.
20. Exclusions from plan.
21. Hiring or leaving contrary to plan.
22. Prohibition against discriminatory hiring or referral practices.
23. Employment practices.
24. Collective bargaining agreements.
25. Representation.
26. Appeals.
27. Enforcement of plan.
28. Effective date, amendment and termination.

Appendix A

SECTION 1. Purpose. The purpose of the employment stabilization plan for the Syracuse Area, formulated by the War Manpower Commission and repre-

sentatives of management, labor and agriculture in said area, constituting the Syracuse Area War Manpower Committee, is to assist the War Manpower Commission in bringing about, by measures equitable to labor, management and agriculture, and necessary for the effective prosecution of the war:

- (a) The elimination of wasteful labor turnover;
- (b) The reduction of unnecessary labor migration;
- (c) The orderly transfer and movement of workers;
- (d) The direction of the flow of scarce labor where most needed in the war program;
- (e) The maximum utilization of manpower resources.

SEC. 2. Definitions. (a) The "Syracuse Area" means the area comprising all of the counties of Cayuga, Cortland, Jefferson, Onondaga, Oswego and St. Lawrence, all of Franklin county except the townships of Altamont, Brighton, Duane, Franklin, Harrietstown and Santa Clara, and all of Lewis county except the townships of High Market, Lewis, Leyden, Lyonsdale, Osceola and West Turin. The Area Director, however, may with the approval of the Regional Director and after consultation with the Area War Manpower Committee, alter the territory of the Syracuse Area.

(b) "Essential activity" means any activity included in the War Manpower Commission "List of Essential Activities."

(c) "Locally needed activity" means any activity approved by the Regional Director as a locally needed activity.

(d) "Essential employee" means any individual employed in an essential activity or in a locally needed activity, and he shall continue to be an essential employee during a 60-day period after he ceases to be employed in such essential or locally needed activity. For the purpose of this definition, the said 60-day period shall be extended to include any period of time during which such individual has obtained or continued in other employment without having first obtained a statement of availability.

(e) "New employee" means any individual who has not been in the employ of the hiring employer at any time during the preceding 30-day period. For the purpose of this definition, employment of less than seven days' duration and employment which is supplemental to the employee's principal work, shall be disregarded.

(f) The terms "employment" and "work" as applied to an individual engaged in principal and supplementary employment, means his principal employment.

(g) "Statement of availability" means a written statement given to an essential employee by his employer or by the United States Employment Service, evidencing that such employee is available for other essential employment. Such statement shall contain only the individual's name, his address, his social security account number, if any, the name and address of the issuing employer, or United States Employment Service officer or office, the date of issuance, a statement that the individual may be hired by an-

other employer, engaged in an essential or locally needed activity, and such other information not prejudicial to the employee in seeking new employment as may be authorized or required by the War Manpower Commission. Statements of availability shall conform to the form attached hereto as Appendix A.

(h) "Solicit" or "solicitation" (for the purpose of hiring) means any act or activity including any written or oral communication or publication by an employer or his agent, designed or intended to induce any individual to accept employment.

(i) "In-migrant worker" means any individual who has not been employed or lived within the Syracuse area, throughout the preceding 30-day period.

(j) "Referral" means a statement issued by the United States Employment Service sending a worker with his consent to a specific job with a specific employer, for consideration of hiring by such employer.

(k) "Agriculture" means those farm activities carried on by farm owners or tenants on farms in connection with the cultivation of the soil, the harvesting of crops, or the raising, feeding, or management of livestock, bees, and poultry, and shall not include any packing, canning, processing, transportation or marketing of articles produced on farms unless performed or carried on as an incident to ordinary farming operations as distinguished from manufacturing or commercial operations.

(l) "Area Appeals Board" means the Area Management-Labor War Manpower Committee or an Appeals Committee composed of an equal number of representatives of management and labor, selected by the Area Manpower Director from a panel chosen by the Area Management-Labor War Manpower Committee. The Area Manpower Director or his designated representative shall serve as the non-voting chairman of the Appeals Board. A quorum of an Appeals Board shall consist of an equal number of persons representing management and labor and the Area Director or his designated representative. However, should an Appeals Board be called upon to consider matters affecting agriculture, the Area Management-Labor War Manpower Committee representative for agriculture or an alternate and a representative of farm labor shall sit as a member of the Appeals Board and must be present to constitute a quorum. Similarly, when the Appeals Board considers matters affecting railroads, a representative of railroad management and a representative of railroad labor shall sit as members of the Appeals Board and must be present to constitute a quorum.

The Area War Manpower Committee may supersede any appeals committee at any time prior to the expiration of the appeals period and prior to the filing of further appeals at the regional level.

(m) "Employment ceiling" means the highest level of total employment or of specified types of employees which an establishment is not permitted to exceed, based on an approved and necessary production schedule. Ceilings may be established so as to: permit employment

expansion; maintain employment at present levels; or reduce the employment level. The employment ceiling is subject to changes as production schedules change.

(n) "Manpower allowance" means the number of employees or specified types of employees within the ceiling which an establishment is permitted to hire during a designated period.

(o) "Priority rating" means a determination establishing the order of preference to be accorded in the referral of workers against job orders.

(p) "Priority referral" provides that employers in any area may hire workers only from among those referred by the United States Employment Service of the War Manpower Commission or in accordance with arrangements approved by the War Manpower Commission, so that workers may be referred to jobs in the order of the relative importance of those jobs to the war effort.

(q) "Manpower Priorities Committee" means a group of representatives of Federal agencies concerned with war production and allocation of manpower and responsible for providing the Area Director with information and advising on ceilings, allowances, and priority ratings.

(r) "Clearance order" means an order for workers placed with a local office of the United States Employment Service for employment outside the jurisdiction of that local office.

SEC. 3. Control of hiring and solicitation of workers. All hiring and solicitation of workers in, or for work in, the Syracuse Area shall be conducted in accordance with this employment stabilization plan.

SEC. 4. Responsibilities of Management-Labor Committee. The Management-Labor War Manpower Committee for the Area shall consider questions of policy, standards, and safeguards in connection with the administration of this employment stabilization plan, and make recommendations to the Area Manpower Director.

SEC. 5. Encouragement of local initiative and use of existing hiring channels. To the maximum degree consistent with this employment stabilization plan and with its objectives, local initiative and cooperative efforts shall be encouraged and utilized.

SEC. 6. General. A new employee, who during the preceding 60-day period was engaged in an essential or locally needed activity, may be hired only if such hiring would aid in the effective prosecution of the war. Such hiring shall be deemed to aid in the effective prosecution of the war only if:

(a) Such individual is hired for work in an essential or locally needed activity or for work to which he has been referred by the United States Employment Service, and

(b) Such individual presents a statement of availability from his last employment in an essential or locally needed activity, or is referred by the United States Employment Service of the War Manpower Commission, or is hired with its consent, as provided herein.

SEC. 7. Issuance of statements of availability by employers. An individual whose last employment is or was in an essential or locally needed activity shall receive a statement of availability from his employer if:

(a) He has been discharged, or his employment has been otherwise terminated by his employer. A worker shall be deemed to have been discharged for all purposes of this plan, if, after leaving his employment and failing to qualify for a statement of availability he is directed by the United States Employment Service, and agrees to return to his former employment, and the employer thereupon refuses to reemploy him in his former or in a comparable position without prejudice to his seniority and other rights, or

(b) He has been laid off for an indefinite period, or for a period of seven days or more, or

(c) Continuance of his employment would involve undue personal hardship, or

(d) Such employment is or was at a wage or salary or under working conditions below standards established by State or Federal law or regulation, or

(e) Such employment is or was at a wage or salary below a level established or approved by the National War Labor Board (or other agency authorized to adjust wages or approve adjustments thereof).

(f) Male workers receiving Statement of Availability from their employers may not be hired upon presentation of the Statement of Availability by the new male employee. A male worker shall present the Statement of Availability to the United States Employment Service of the War Manpower Commission for referral by it to a new job.

SEC. 8. Issuance of statement of availability by United States Employment Service. (a) A statement of availability shall be issued promptly to an individual when any of the circumstances set forth in section 8 is found to exist in his case. If the employer fails or refuses to issue a statement, the United States Employment Service of the War Manpower Commission, upon finding that the individual is entitled thereto, shall issue a statement of availability to the individual. Either the employer or employee may within 3 days after receipt of notice of action taken by the United States Employment Service on a request for a statement of availability, take an appeal therefrom as provided in section 27 of this plan.

(b) A statement of availability shall be issued by the United States Employment Service to any individual in the employ of an employer who the War Manpower Commission finds, after notice, hearing and final decision, has not complied with any War Manpower Commission employment stabilization plan, regulation or policy, and for so long as such employer continues his non-compliance after such finding.

(c) The worker should remain on the job until such time as a statement of availability is granted or denied.

SEC. 9. Surrender, filing and inspection of statements of availability or re-

ferred card. The original statement of availability issued to an employee or referral card must be surrendered by him at the time of hiring, to the new employer who shall file and retain such statement and make his file available for inspection upon request by the United States Employment Service of the War Manpower Commission.

SEC. 10. Referral in case of underutilization. If an individual is employed at less than full time or at a job which does not utilize his highest recognized skill for which there is a need in the war effort, the United States Employment Service may, upon his request, refer him to other available employment in which it finds that the individual will be more fully utilized in the war effort.

SEC. 11. Workers who may be hired only upon referral by the United States Employment Service. A new employee may not be hired solely upon presentation of a statement of availability, but he may be hired only upon referral by, or with the consent of, the United States Employment Service when:

(a) The new employee has not lived or worked in the locality of the new employment throughout the preceding 30-day period.

(b) The new employee's last regular employment was in agriculture and he is to be hired for non-agricultural work except after consultation with a designated representative of the War Food Administration, and provided that such an individual may be hired for non-agricultural work for a period not to exceed six weeks without referral or presentation of a statement of availability.

(c) The new employee's last regular employment was in an essential or locally needed activity and he is to be hired for work in a less essential activity.

(d) The new employee is a male.

SEC. 12. Standards governing referral of male workers subject to priority referral. (a) To the greatest degree consistent with war needs, workers subject to priority referral shall be given the maximum possible freedom of choice as to the jobs they wish to accept, and employers shall be given the maximum freedom of choice as to the workers they wish to employ, except that workers shall seek jobs and employers shall recruit workers only through the United States Employment Service or other referral agencies with which arrangements have been made with the War Manpower Commission.

(b) To achieve this objective, the United States Employment Service and other authorized referral agencies shall offer each worker subject to priority referral successive job opportunities in the order of their relative urgency in the war program. Referral shall be made in the following order:

(1) To jobs which utilize the applicant's highest skill in establishments with orders on the manpower priority list, in the order of their relative priority. This includes clearance openings which have an established priority;

(2) To jobs which utilize the applicant's highest skill in establishments which are essential or locally needed, but not on the priority list;

(3) To other jobs for which the applicant is qualified in establishments with orders on the priority list, in the order of their relative priority. This includes clearance openings which have an established priority rating;

(4) To other jobs for which he is qualified in establishments which are essential or locally needed, but not on the priority list;

(5) To job openings on clearance orders which do not have an established priority rating;

(6) To jobs in less essential activity, but only if there is no local or clearance job opening in essential or locally needed activity for which the applicant is qualified and which he may not decline under the provisions of the program.

(c) Good cause for refusing referral to a job without prejudice to further job offers shall include:

(1) Any case in which the worker, if he accepted the job, would be entitled to a statement of availability or to referral under the employment stabilization plan;

(2) A case in which wages or working conditions in the offered employment are not reasonably comparable to those in similar employment in similar establishments in the community;

(3) Any case in which acceptance of the job offered would require the worker to join or resign from or refrain from joining a bona fide labor organization.

SEC. 13. Assignment of priority ratings. The Area Director, in assigning a priority rating to a job order, shall consider the following factors:

(a) The urgency of production in relation to the war effort.

(b) The extent to which manpower requirements are the cause of present or threatened production lags.

(c) The extent to which sound utilization practices have been employed to reduce manpower requirements.

SEC. 14. Employment ceilings. (a) The Area Manpower Director with the consent of the committee, may modify the ceilings of June 4, 1944, setting fair and reasonable employment ceilings and allowances, limiting the number of employees or specified types of employees which such establishments may employ during specified periods.

(b) Such ceilings and allowances will be determined on the basis of the establishment's labor needs required under an approved and necessary production schedule, the available labor supply, and/or the relative urgency of the establishment's products or service to the war effort.

(c) Except as authorized by the Area Manpower Director, no employer shall hire any new employee for work in such establishment if the hiring of such employee would result in such establishment's exceeding the employment ceiling or allowance currently applicable to it.

SEC. 15. General referral policies. No provision of this plan shall limit the authority of the United States Employment

Service to make referrals in accordance with approved policies and instructions of the War Manpower Commission.

SEC. 16. Soliciting and advertising. No employer shall advertise or otherwise solicit for the purpose of hiring any individual, if the hiring of such an individual would be subject to restrictions under this employment stabilization plan, except in a manner consistent with such restrictions.

(a) No employer in the Syracuse Area except as provided herein may:

(1) Conduct initial interviews with male workers except those excluded by section 20.

(2) Advertise for male workers without clearance and approval by the United States Employment Service except that:

An advertisement for male workers for work within the Area shall be deemed cleared and approved for publication within the Area if it contains the statement:

Men seeking employment must first report to the nearest local office of the United States Employment Service—not to the employer.

and the further statement:

Do not apply if now engaged in war production or activities declared locally needed.

(3) The first quoted statement above is to be modified to substitute Railroad Retirement Board Employment Service or U. S. Civil Service Commission where appropriate.

(b) An advertisement for female workers for work within the Area shall be deemed cleared and approved for publication within the Area if it contains the statement:

Do not apply if now engaged in war production or activities declared locally needed.

SEC. 17. Control of in-migration. No employer, or labor union, or any other organization within the Syracuse area shall hire, re-hire, solicit or recruit within or without the Syracuse area, for work to be performed wholly or principally within the Syracuse area, any individual who did not live within or was not employed in work wholly or principally within the area throughout the 30-day period, preceding any solicitation, hiring or application for employment except after prior clearance, approval and referral of the United States Employment Service.

SEC. 18. Railroad employment. (a) Employers and employees in the railroad industry are subject in all respects to the provisions of this plan. The duties and obligations imposed upon employers and employees by this plan are applicable to employers and employees in the railroad industry in the same manner and to the same extent as to all other employers and employees subject thereto.

(b) The Railroad Retirement Board will, subject to War Manpower Commission policies and instructions, perform the functions of the United States Employment Service in the administration of this employment stabilization plan to the extent of its applicability to railroad employers and railroad workers.

SEC. 19. Federal employment. (a) For the purposes of this plan the War Man-

power Commission considers the Federal Government a single essential employer.

(b) The duties and obligations imposed upon employers and workers of the executive departments and agencies of the Federal Government, by this stabilization plan, are applicable to such employers and employees in the same manner and to the same extent as to all other subject employers and workers.

(c) In accordance with the Civil Service Act all hiring by departments and agencies of the Federal Government which are subject to the Civil Service Act, rules, and regulations is subject to approval by the Civil Service Commission which shall conduct its recruiting in accordance with the provisions of this plan.

(d) The functions, duties and powers of the Civil Service Commission under this program with respect to Federal employment subject to the Civil Service Act, rules and regulations shall be governed by War Manpower Commission policies and instructions.

SEC. 20. Exclusions from plan. No provision of this employment stabilization plan shall be applicable to:

(a) The hiring of a new employee for agricultural employment;

(b) The hiring of a new employee for work of less than seven days' duration or for work which is supplementary to the employee's principal work; but such work shall not constitute the individual's "last employment" for the purpose of this plan, unless the employee is customarily engaged in work of less than seven days' duration.

(c) The hiring of an employee in any territory or possession of the United States, except Alaska and Hawaii;

(d) The hiring by a foreign, State, county or municipal government, or their political subdivisions, or their agencies and instrumentalities, or to the hiring of any of their employees, unless such foreign, State, county or municipal government, or political subdivision or agency, or instrumentality has indicated its willingness to conform to the maximum extent practicable under the Constitution and laws applicable to it, with the plan;

(e) The hiring of a new employee for domestic service, or to the hiring of a new employee whose last regular employment was in domestic service;

(f) The hiring of a school teacher for vacation employment or the rehiring of a school teacher for teaching at the termination of the vacation period.

SEC. 21. Hiring or leaving contrary to plan. Any employer shall, upon written request of the United States Employment Service, promptly release:

(a) Any worker whom it has hired contrary to the provisions of this plan; or

(b) Any worker whom it has hired upon referral of such worker by the United States Employment Service, if such referral was made as a result of misrepresentation, and if such referral would not have been made except for such misrepresentation.

(c) Any worker whom it has hired upon referral of such worker by the United States Employment Service if it is determined upon appeal that such referral should not have been made.

(d) Any worker released pursuant to the foregoing provision of this Section shall be re-transferred by the United States Employment Service in accordance with the best interests of the war effort and in such manner as to do justice to the worker and the employer. Appeals from such decision involving re-transfer may be had in the same manner as in the case of original transfers.

SEC. 22. *Prohibition against discriminatory hiring or referral practices.* The decision to hire or refer a worker shall be based on the qualifications essential for performance of or suitability for the job, and shall be made without discrimination as to race, color, creed, sex, national origin, or except as required by law, citizenship.

SEC. 23. *Employment practices.* All employers, unions, employees, and other persons or groups affected by this plan are to cooperate with the Area War Manpower Committee in an aggressive program for:

- (a) Reduction of absenteeism.
- (b) Full utilization of both in-plant and preemployment training.
- (c) Full utilization of women, minority groups, handicapped workers and other groups.
- (d) Up-grading and job simplification.
- (e) The utilization of manpower at maximum skills.

SEC. 24. *Collective bargaining agreements.* Nothing in this regulation shall be construed to prejudice existing rights of an employee or an employer under a collective bargaining agreement.

SEC. 25. *Representation.* Nothing contained in this plan shall be considered to restrict any individual from seeking the advice and aid of, or from being represented by, the labor or management organization of which he is a member, or any other representative freely chosen by him, at any step in the operation of the plan.

SEC. 26. *Appeals.* Any worker or employer may appeal from any act or failure to act by the War Manpower Commission, under this plan, in accordance with regulations and procedure of the War Manpower Commission.

SEC. 27. *Enforcement of plan.* If the Area Director determines, after notice and opportunity to be heard, that an employer is not conforming to this plan, he shall in writing, notify the employer of such determination and of the employer's opportunity to appeal this determination under appeal procedure of the War Manpower Commission as provided in Regulation No. 5. In the absence of an appeal, or upon decision after appeal, affirming the Area Director's determination, the Area Director shall make such reports and recommendations to the Regional Director as may be appropriate to secure the employer's conformance with the plan.

(a) The Regional Director may thereafter authorize the United States Employment Service to issue statements of availability to any of his employees who may request the same, whether or not such employees would be otherwise en-

titled thereto, so long as the employer fails to conform to the plan, and/or,

(b) The Regional Director may request the chairman of the War Manpower Commission to call upon any of the executive departments or agencies to take such action as will promote compliance with the plan.

(c) In instances of violation of Regulation No. 4 (Acceptance by a new employee of employment, and hiring by an employer of a new employee for employment in violation of a provision of the employment stabilization plan, and at a wage or salary rate higher than that received by the employee in his last place of employment), the Regional Director may authorize that action be taken to invoke the penalties enumerated in paragraph (1) hereof against employees and penalties enumerated in paragraph (2) hereof against employers.

- (1) Penalties against employees:
 - (i) Fine not to exceed \$1,000, or,
 - (ii) Imprisonment not to exceed one year, or,
 - (2) Penalties against employers:
 - (i) Fine not to exceed \$1,000, or,
 - (ii) Imprisonment not to exceed one year, or,
 - (iii) Both fine and imprisonment, and
 - (iv) Disregard by executive departments and other agencies of the government of the entire amount of wages or salaries paid to persons improperly hired:
- (a) In determining costs or expenses of any employer for the purpose of any law or regulation, including the Emergency Price Control Act of 1942, or any maximum price regulation thereof, or,
- (b) For the purpose of calculating deductions under the revenue laws of the United States, or,
- (c) For the purpose of determining costs or expenses of any contract made by, or on the behalf of the United States.

SEC. 28. *Effective date, amendment and termination.* (a) This amended plan shall take effect on July 1, 1944.

(b) This plan may be amended from time to time by the Area War Manpower Committee with the approval of the Regional Director.

(c) This plan will terminate automatically ninety days after the cessation of hostilities by the United States of America or at such earlier time as may be determined by the Regional Director.

APPENDIX A

SUGGESTED FORM OF STATEMENT OF AVAILABILITY

This certifies that _____
 Social Security Number _____
 Whose address is _____
 Is available for work in an essential or locally
 needed activity _____
 Occupation _____
 Issuing Office (name of establishment or
 United States Employment Service Of-
 fice) _____
 Address _____
 Date _____
 Signed by _____
 Title _____

NOTICE TO EMPLOYER WHO HIRES THIS WORKER

This statement of availability issued in accordance with the Employment Stabilization Plan for the Syracuse War Manpower Commission Area shall be retained and filed by the employer hiring this individual and shall

be made available for inspection upon request of authorized representatives of the War Manpower Commission.

If the employee is a male, this statement of availability must be accompanied by a referral card from the United States Employment Service.

Signature of worker: _____

Dated: July 1, 1944.

THOMAS J. CORCORAN,
Area Director.

Approved: July 1, 1944.

ANNA M. ROSENBERG,
Regional Director.

[F. R. D.C. 45-13839; Filed, July 28, 1945;
11:11 a. m.]

ALTOONA, PA., AREA

EMPLOYMENT STABILIZATION PLAN

In furtherance of the war effort and for the purpose of achieving the most effective utilization of the services of labor in essential and locally needed activities, the Area Director of the War Manpower Commission for Area VII, which includes all of the following counties: Bedford, Blair, Cambria, Cameron, Centre, Clearfield, Elk, Fulton, Huntingdon, Indiana, Jefferson, Juniata, Mifflin, and Somerset and part of Westmoreland County including St. Clair Township and New Florence and Seward Boroughs, with the concurrence of the Local Management-Labor Committees, and pursuant to the authority granted by WMC Regulation 7, with the approval of the Regional Director of Region III of the War Manpower Commission, hereby establishes the following plan for Area VII with respect to the stabilization of employment throughout the area.

Sec.

1. Control of hiring and solicitation of workers.
2. Establishment, approval, and adaptation of area plan.
3. Minimum standards.
4. Existing contracts.
5. Advertising.
6. Advance notice of lay-offs.
7. Request to remain on or return to a job.
8. Optional provisions.
9. Definitions.

SECTION: 1. *Control of hiring and solicitation of workers.* All hiring and solicitation of workers in, or for work in Area VII, shall be conducted in accordance with the provisions of this employment stabilization plan.

SEC. 2. *Establishment, approval, and adaptation of area plans—(a) General.* This employment stabilization plan is effective August 1, 1945, and all other existing area stabilization plans, including all amendments and adjuncts thereto, cease to have operating effect on and after that date.

(b) *Adaptation to meet area or local conditions.* This plan may be adapted as the need arises to meet changing area or local conditions by the Area Manpower Director after consultation with the appropriate Local Management-Labor Manpower Committees, *Provided*, That such adaptations are not in conflict

with minimum national standards as set forth in Regulation 7, and with area standards set forth in this plan, *And provided further*, That such adaptations are approved by the Regional Director.

(c) *Management-Labor Manpower Committee.* Local Management-Labor Manpower Committees within Area VII are hereby authorized to consider questions of policy, standards and safeguards in connection with the establishment and administration of this plan, and to make recommendations on these subjects to the Area Director.

SEC. 3. Minimum standards—(a) General. A new employee, who during the preceding 60-day period was engaged in an essential or locally needed activity, may be hired only if such hiring would aid in the effective prosecution of the war. Such hiring shall be deemed to aid in the effective prosecution of the war only if:

(1) Such individual is hired for work in an essential or locally needed activity or for work to which he has been referred by the United States Employment Service, and

(2) Such individual presents a statement of availability from his last employment in an essential or locally needed activity, or is referred by the United States Employment Service of the War Manpower Commission, or is hired with its consent, as provided herein.

(b) *Issuance of statements of availability by employers.* An individual whose last employment is or was in an essential or locally needed activity shall receive a statement of availability from his employer if:

(1) He has been discharged, or his employment has been otherwise terminated by his employer, or

(2) He has been laid off for an indefinite period, or for a period of seven or more days, or

(3) Continuance of his employment would involve undue personal hardship, or

(4) Such employment is or was at a wage or salary or under working conditions below standards established by State or Federal law or regulation, or

(5) Such employment is or was at a wage or salary below a level established or approved by the National War Labor Board (or other agency authorized to adjust wages or approve adjustments thereof) as warranting adjustment, and the employer has failed to adjust the wage in accordance with such level or to apply to the appropriate agency for such adjustment or approval thereof.

(c) *Issuance of statements of availability by United States Employment Service.* (1) A statement of availability shall be issued promptly to an individual when any of the circumstances set forth in section 3 (b) is found to exist in his case. If the employer fails or refuses to issue a statement, the United States Employment Service of the War Manpower Commission, upon finding that the individual is entitled thereto, shall issue a statement of availability to the individual.

(2) A statement of availability shall be issued by the United States Employment Service to any individual in the employ of an employer who, the War

Manpower Commission finds, after notice, hearing and final decision, has not complied with any War Manpower Commission employment stabilization plan, regulation or policy, and for so long as such employer continues his noncompliance after such finding.

(d) *Referral in case of under-utilization.* If an individual is employed at less than full time or at a job which does not utilize his highest recognized skill for which there is a need in the war effort, the United States Employment Service, may, upon his request, refer him to other available employment in which it finds that the individual will be more fully utilized in the war effort.

(e) *Workers who may be hired only upon referral by the United States Employment Service.* A new employee may not be hired solely upon presentation of a statement of availability, but may be hired only upon referral by, or with the consent of, the United States Employment Service when:

(1) The new employee has not lived or worked in the locality of the new employment throughout the preceding 30-day period.

(2) The new employee's last regular employment was in agriculture and he is to be hired for non-agricultural work: *Provided*, That no such individual shall be referred to non-agricultural work except after consultation with a designated representative of the War Food Administration: *And provided*, That such an individual may be hired for non-agricultural work for a period not to exceed six weeks without referral or presentation of a statement of availability.

(f) *Exclusions.* No provision of the employment stabilization plan shall be applicable to:

(1) The hiring of a new employee for agricultural employment;

(2) The hiring of a new employee for work of less than seven days' duration, or for work which is supplementary to the employee's principal work; but such work shall not constitute the individual's "last employment" for the purpose of the program, unless the employee is customarily engaged in work of less than seven days' duration;

(3) The hiring of an employee in any Territory or possession of the United States, except Alaska and Hawaii;

(4) The hiring by a foreign, State, county or municipal government, or their political subdivisions, or their agencies and instrumentalities, or the hiring of any of their employees, unless such foreign, State, county, or municipal government, or political subdivision or agency or instrumentality has indicated its willingness to conform, to the maximum extent practicable under the Constitution and laws applicable to it, with the program;

(5) The hiring of a new employee for domestic service, or to the hiring of a new employee whose last regular employment was in domestic service;

(6) The hiring of school teacher for vacation employment or the rehiring of a school teacher for teaching at the termination of the vacation period.

(7) The hiring of a veteran of World War II.

(g) *Appeals.* Any worker or employer may appeal from any act or failure to act by the War Manpower Commission under this employment stabilization plan, in accordance with regulations and procedures of the War Manpower Commission.

(h) *Content of statements of availability.* A statement of availability issued to an individual pursuant to this plan shall contain only the individual's name, address, social security account number, if any, the name and address of the issuing employer, or War Manpower Commission Officer and office, the date of issuance, a statement as to whether or not the individual's last employment was in a critical occupation, and such other information not prejudicial to the employee in seeking new employment as may be authorized or required by the War Manpower Commission.

(i) *Solicitation of workers.* No employer shall advertise or otherwise solicit for the purpose of hiring any individual if the hiring of such an individual would be subject to restrictions under this employment stabilization plan, except in a manner consistent with such restrictions.

(j) *Hiring.* The decision to hire or refer a worker shall be based on qualifications essential for performance of or suitability for the job, and shall be made without discrimination as to race, color, creed, sex, national origin, or except as required by law, citizenship.

(k) *Representation.* Nothing contained in this plan shall be construed to restrict any individual from seeking the advice and aid of, or from being represented by, the labor organization of which he is a member or any other representative freely chosen by him, at any step in the operation of this plan.

(l) *General referral policies.* No provision in the program shall limit the authority of the United States Employment Service to make referrals in accordance with approved policies and instructions of the War Manpower Commission.

SEC. 4. Existing contracts. Nothing in this plan shall be construed to prejudice existing seniority rights of an employee under any agreement with his employer.

SEC. 5. Advertising. Employer's advertisements for employees are required to meet the following conditions:

(a) Indicate clearly that employees now employed in essential activity cannot be considered without a statement of availability.

(b) When the advertisement for employees does not include reference to the use of the facilities of the United States Employment Service of the War Manpower Commission by the employer, the employer's name must appear.

SEC. 6. Advance notice of lay-offs. Employers are required when possible to provide at least three days advance notice to the United States Employment Service whenever a lay-off of ten or more employees will occur and such notice shall contain a statement as to the number of employees to be laid off by occupation.

SEC. 7. Request to remain on or return to a job. The United States Employment Service of the War Manpower

Commission shall request any employee to return to or remain on his job and shall request any employer to retain such employee in his employ:

(a) Pending any determination on the employee's request for a statement of availability.

(b) Pending decision on the employee's appeal from a determination denying him a statement of availability.

(c) Upon a final determination that the employee is not entitled to a statement of availability.

SEC. 8. Optional provisions. Area Manpower Directors after consultation with their Management-Labor Manpower Committees and approval by the Regional Director may include in area employment stabilization plans optional provisions such as those outlined in § 907.5 of Regulation 7, which are designed to meet special manpower needs in the localities affected, but, except as authorized in § 907.5 (a) (5) of Regulation 7, no such provision shall conflict with section 3 of this plan or with any State or Federal Law.

SEC. 9. Definitions. As used in this plan:

(a) "Agriculture" means those farm activities carried on by farm owners or tenants on farms in connection with the cultivation of the soil, the harvesting of crops, or the raising, feeding, or management of livestock, bees, and poultry, and shall not include any packing, canning, processing, transportation or marketing of articles produced on farms unless performed or carried on as an incident to ordinary farming operations as distinguished from manufacturing or commercial operations.

(b) "New employee" means any individual who has not been in the employment of the hiring employer at any time during the preceding 30 day period. For the purpose of this definition, employment of less than seven days' duration and employment which is supplemental to the employee's principal work shall be disregarded.

(c) "Essential activity" means any activity included in the War Manpower Commission list of essential activities.

(d) "Locally needed activity" means any activity approved by the Regional Manpower Director as a locally needed activity.

(e) The terms "employment" and "work" as applied to an individual engaged in principal and supplementary employments means his principal employment.

(f) "Employment stabilization plan" includes any arrangement involving restrictions on separation or hiring of workers, whether through issuance of statements of availability, referral by the United States Employment Service or otherwise.

Dated: July 10, 1945.

PAUL F. MURPHY,
Area Director.

Approved: July 23, 1945.

PAUL C. LEWIS,
Regional Director.

[F. R. Doc. 45-13993; Filed, July 28, 1945;
11:12 a.m.]

SCRANTON-WILKES-BARRE, PA., AREA

EMPLOYMENT STABILIZATION PLAN

The following revised employment stabilization program for Scranton Area IV is hereby prescribed, pursuant to § 907.3 (g) of War Manpower Commission Regulation No. 7, "Governing Employment Stabilization Programs," effective August 16, 1943 (8 F.R. 11338).

Sec.

1. Purpose.
2. Definitions.
3. Control of hiring and solicitation of workers.
4. Adaptation of area plan.
5. Minimum standards.
6. Existing contracts.
7. Advertising.
8. Advance notice of lay-offs.
9. Limited statements of availability.
10. Request to remain on or return to a job.

SECTION 1. Purpose. In furtherance of the war effort and for the purpose of achieving the most effective utilization of the services of labor in essential and locally needed activities, the Area Director of the War Manpower Commission for the Scranton-Wilkes-Barre Area, with the concurrence of the Area War Manpower Committee, and with the approval of the Regional Director, hereby establishes the following plan for the Scranton-Wilkes-Barre Area with respect to the stabilization of employment throughout the Area.

SEC. 2. Definitions. (a) "Scranton-Wilkes-Barre Area" is comprised of the counties of Luzerne, Lackawanna, Wyoming, Schuylkill, Columbia, Wayne, Susquehanna, and the Southeastern section of Northumberland County wherein anthracite coal is mined. This section includes the cities of Mount Carmel and Shamokin.

(b) "Agriculture" means those farm activities carried on by farm owners or tenants on farms in connection with the cultivation of the soil, the harvesting of crops, or the raising, feeding, or management of livestock, bees, and poultry, and shall not include any packing, canning, processing, transportation or marketing of articles produced on farms unless performed or carried on as an incident to ordinary farming operations as distinguished from manufacturing or commercial operations.

(c) "New employee" means any individual who has not been in the employment of the hiring employer at any time during the preceding 30-day period. For the purpose of this definition, employment of less than seven days' duration and employment which is supplemental to the employee's principal work shall be disregarded.

(d) "Critical occupation" means any occupation designated as a critical occupation by the Chairman of the War Manpower Commission.

(e) "Essential activity" means any activity included in the War Manpower Commission list of essential activities.

(f) "Locally needed activity" means any activity approved by the Regional Manpower Director as a locally needed activity.

(g) The terms "employment" and "work" as applied to an individual engaged in principal and supplementary

employments mean his principal employment.

(h) "Employment stabilization plan" includes any arrangement involving restrictions on separations or hiring of workers, whether through issuance of statements of availability, referral by the United States Employment Service or otherwise.

(i) "Manpower director" means a director of the War Manpower Commission, or his authorized representative.

SEC. 3. Control of hiring and solicitation of workers. All hiring and solicitation of workers in, or for work in, the Scranton-Wilkes-Barre Area shall be conducted in accordance with the provisions of this employment stabilization plan.

SEC. 4. Adaptation of area plan—(a) Adaptation to meet area conditions. This plan may be adapted as the need arises to meet changing area conditions by the Area Manpower Director after consultation with the appropriate Management-Labor Manpower Committee: *Provided*, That such adaptations are not in conflict with minimum national standards as set forth in Regulation 7 and with regional standards: *And provided further*, That such adaptations are approved by the Regional Director.

(b) *Area Labor-Management Manpower Committee.* The Area Labor-Management Manpower Committee is hereby authorized to consider questions of policy standards and safeguards in connection with the establishment and administration of this plan and to make recommendations on these subjects to the Area Director.

SEC. 5. Minimum standards—(a) General. A new employee, who during the preceding 60-day period was engaged in an essential or locally needed activity, may be hired only if such hiring would aid in the effective prosecution of the war. Such hiring shall be deemed to aid in the effective prosecution of the war only if:

(1) Such individual is hired for work in an essential or locally needed activity or for work to which he has been referred by the United States Employment Service, and

(2) Such individual presents a statement of availability from his last employment in an essential or locally needed activity, or is referred by the United States Employment Service of the War Manpower Commission, or is hired with its consent, as provided herein.

(b) *Issuance of statements of availability by employers.* An individual whose last employment is or was in an essential or locally needed activity shall receive a statement of availability from his employer if:

(1) He has been discharged, or his employment has been otherwise terminated by his employer, or

(2) He has been laid off for an indefinite period, or for a period of seven or more days, or

(3) Continuance of his employment would involve undue personal hardship, or

(4) Such employment is or was at a wage or salary or under working condi-

tions below standards established by State or Federal law or regulations, or

(5) Such employment is or was at a wage or salary below a level established or approved by the National War Labor Board (or other agency authorized to adjust wages or approve adjustments thereof) as warranting adjustment, and the employer has failed to adjust the wage in accordance with such level or to apply to the appropriate agency for such adjustment or approval thereof.

(c) *Issuance of statements of availability by United States Employment Service.* (1) A statement of availability shall be issued promptly to an individual when any of the circumstances set forth in paragraph (b) of this section is found to exist in his case. If the employer fails or refuses to issue a statement, the United States Employment Service of the War Manpower Commission upon finding that the individual is entitled thereto, shall issue a statement of availability to the individual.

(2) A statement of availability shall be issued by the United States Employment Service to any individual in the employ of an employer who, the War Manpower Commission finds, after notice, hearing, and final decision, has not complied with any War Manpower Commission employment stabilization plan, regulation or policy, and for so long as such employer continues his non-compliance after such finding.

(d) *Referral in case of under-utilization.* If an individual is employed at less than full time or at a job which does not utilize his highest recognized skill for which there is a need in the war effort, the United States Employment Service may, upon his request, refer him to other available employment in which it finds that the individual will be more fully utilized in the war effort.

(e) *Workers who may be hired only upon referral by the United States Employment Service.* A new employee may not be hired solely upon presentation of a statement of availability, but may be hired only upon referral by, or with the consent of, the United States Employment Service when:

(1) The new employee is to be hired for work in a critical occupation, or his statement of availability indicates that his last employment was in a critical occupation.

(2) The new employee has not lived or worked in the locality of the new employment throughout the preceding 30-day period.

(3) The new employee's last regular employment was in agriculture and he is to be hired for non-agricultural work: *Provided*, That no such individual shall be referred to non-agricultural work except after consultation with a designated representative of the War Food Administration: *And provided*, That such an individual may be hired for non-agricultural work for a period not to exceed six weeks without referral or presentation of a statement of availability.

(f) *Exclusions.* No provision of the employment stabilization plan shall be applicable to:

(1) The hiring of a new employee for agricultural employment.

(2) The hiring of a new employee for work of less than seven days' duration, or for work which is supplementary to the employee's principal work; but such work shall not constitute the individual's "last" employment for the purpose of this program, unless the employee is customarily engaged in work of less than seven days' duration.

(3) The hiring by a foreign, State, county, or municipal government, or their political subdivisions, or their agencies and instrumentalities, or the hiring of any of their employees, unless such foreign, State, county, or municipal government, or political subdivision or agency or instrumentality has indicated its willingness to conform, to the maximum extent practicable under the Constitution and laws applicable to it, with the program.

(4) The hiring of a new employee for domestic service, or to the hiring of a new employee whose last regular employment was in domestic service.

(5) The hiring of a school teacher for vacation employment or the rehiring of a school teacher for teaching at the termination of the vacation period.

(g) *Appeals.* Any worker or employer may appeal from any act or failure to act by the War Manpower Commission under this employment stabilization plan, in accordance with regulations and procedures of the War Manpower Commission.

(h) *Content of statements of availability.* A statement of availability issued to an individual pursuant to this plan shall contain only the individual's name, address, social security account number, if any, the name and address of the issuing employer, or War Manpower Commission Officer and office, the date of issuance, a statement as to whether or not the individual's last employment was in a critical occupation, and such other information not prejudicial to the employee in seeking new employment as may be authorized or required by the War Manpower Commission.

(i) *Solicitation of workers.* No employer shall advertise or otherwise solicit for the purpose of hiring any individual if the hiring of such an individual would be subject to restrictions under this employment stabilization plan, except in a manner consistent with such restrictions.

(j) *Hiring.* The decision to hire or refer a worker shall be based on qualifications essential for performance of or suitability for the job, and shall be made without discrimination as to race, color, creed, sex, national origin, or except as required by law, citizenship.

(k) *Representation.* Nothing contained in this plan shall be construed to restrict any individual from seeking the advice and aid of, or from being represented by, the labor organization of which he is a member, or any other representative freely chosen by him, at any step in the operation of this plan.

(l) *General referral policies.* No provision in the program shall limit the authority of the United States Employment Service to make referrals in accordance with approved policies and instructions of the War Manpower Commission.

SEC. 6. *Existing contracts.* Nothing in this plan shall be construed to prejudice existing seniority rights of an employee under any agreement with his employer.

SEC. 7. *Advertising.* Advertising for employees:

(a) Shall not be of a nature which will have a disruptive effect upon the labor market in a particular area, including either the publication of wage rates which induce turnover and piracy or the solicitation of workers by employers outside an area except through arrangements with the United States Employment Service of the War Manpower Commission.

(b) Should state clearly that employees now employed in essential activity cannot be considered without a statement of availability.

(c) Should state clearly that before employers hire employees possessing skills which appear on the list of critical occupations, clearance must be obtained from the United States Employment Service.

SEC. 8. *Advance notice of lay-offs.* Employers are required when possible to provide at least three days advance notice to the United States Employment Service whenever a lay-off of ten or more employees will occur and such notice shall contain a statement as to the number of employees to be laid off by occupations.

SEC. 9. *Limited statements of availability.* Limited statements of availability specifying a particular date on which employees shall be returned to their previous employer shall be issued by the United States Employment Service of the War Manpower Commission, whenever, in the judgment of the appropriate Area Manpower Director, the best interests of the war effort will be served by such action: *Provided*, That such action is agreeable to both the employer and employees involved: *And provided further*, That such limited statements of availability shall not be issued for a period longer than 3 months.

SEC. 10. *Request to remain on or return to a job.* The United States Employment Service of the War Manpower Commission shall request any employee to return to or remain on his job and shall request any employer to retain such employee in his employ:

(a) Pending any determination on the employee's request for a statement of availability.

(b) Pending decision on the employee's appeal from a determination denying him a statement of availability.

(c) Upon a final determination that the employee is not entitled to a statement of availability.

Dated: June 28, 1945.

P. J. CONNOLLY,
Area Director.

Approved: July 19, 1945.

PAUL C. LEWIS,
Regional Director.

[F. R. Doc. 45-13904; Filed, July 28, 1945;
11:12 a. m.]